



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 8

1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
http://www.epa.gov/region08

Ref: 8ENF-L

August 31, 2009

Margo Ramage Eisenstein Malanchuk, LLP 1048 Potomac Street NW Washington, DC 20007

RE: Gilt Edge Mine Site

Lawrence County, South Dakota

Dear Ms. Ramage:

Enclosed are copies of additional insurance related documents we obtained from Cyprus Amax in response to an information request letter. Let's talk once you have had a chance to look through these. Please

Sincerely,

Andrea Madigan

Enforcement Attorney

nder Mediza

Enclosures

cc: Stephen Keim, OSRE

ALU INSURANCE COMPANY NEW YORK, NEW YORK

maller of or of other or of the state of the

(A Stock insurance Company herein called the Company) AMERICAN INTERNATIONAL UNDERWRITERS

POLICY No. 75 - 100270

below, in consideration additions set forth below the terms and conditions including including the terms and conditions including the terms are terms and conditions including the terms and conditions including the terms and conditions including the terms are terms and conditions including the terms are terms and conditions including the terms are terms and conditions the terms are te The Company agrees with the Insured named below, in consideration of the premium paid and subject to all the terms and conditions set forth below that the insurance afforded by this policy shall follow all the terms and conditions issued by ALLETATE DES. CO. of Policy No. 3.3.D. all renewals and rewrites thereof. でるにこ・・・ ヒヤー

NAMED INSURED: CIFETE MINES CORPORATION

-- :

555 SOUTH FLOWER ST.

LOS ANGELES, CA. 90071 ADDRESS:

JULY 1, 1978 TO JULY 1, 1979 POLICY PERIOD:

EXCESS FOLLOWING FORM LIABILITY **COVERAGE:**

LIMIT OF LIABILITY\$10,000,006. COMMINED SINGLE LIMIT FACE OCCURRENCE AND ANNUAL ACCREGATE WHICH IS IN TURN EXCESS OF \$10,000,000, DEDERLYING THREELIAS WRICH ARE DE RECKES OF PRIMARY.

PREMIUM:

\$38,000.

RATE:

AUTO TO THE PROPERTY OF THE PROPERTY OF

THE CHARGE

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized representative of the Company.

Countersigned by: _

Authorized Representative

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY COVERED UNDER ANY WORKHEN'S COMPENSATION LIABILITY POLICY.

Effective Date:	JULY 1. 1978
Nothing herein conhereinabove set for	ntained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except i
Attached to and f	orming part of Policy No.: 75-100270
of the:	AIU INSURANCE COMPANT, NEW YORK, N.Y.
issued to :	CYPRUS MINES CORPORATION
SF 7-12-78 JB/aja	
UC-28A (Rev.	By

Endorsement No.: 1

Additional/Return Premium:

IT IS AGREED THAT THIS POLICY FOLLOWS THE TERMS AND CONDITIONS OF POLICY NO. 350 - 41 - 34 - 78 ISSUED BY THE TRUCK INSURANCE EXCHANGE.

Endorsement No.:

Effective Date:

JULY 1, 1978

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinabove set forth.

Attached to and forming part of Policy No.:

75-100270

of the :

AIU INSURANCE COMPANY

issued to:

CYPRUS MINES CORPORATION

SF 8/7/78 JB/yn

DC-2BA (Rev. 8/76)

Additional/Return Premium:

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS AGREED THAT
THIS POLICY FOLLOWS THE TERMS AND CONDITIONS OF THE FOLLOWING
POLICIES.

COLUMBIA CASUALTY POLICY RDX416-92-99
GUARDIAN INS. CO. OF CANADA POLICY 4061041
U S A 1 G POLICY 360-74817

Endorsement No.:	3	-	Additional/Return Premium:	_

Effective Date: JULY 1, 1978

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinabove set forth.

Attached to and forming part of Policy No.: 75-100270

of the: AIU INSURANCE COMPANY OF NEW YORK, N.Y.

issued to: CYPRUS MINES CORPORATION

JB/ss .

UC-3A 8/78

SF 4-10-79

Kev

Marsh & McLennan, Inc.

Los Ar es, Ca.

20 04-610-10



FIREMAN'S FUND INSURANCE COMPANY

A STOCK COMPANY
HOME OFFICE: SAN FRANCISCO, CALIFORNIA

REDACTED

REDACTED

POLICY NO. XLX 105 61 87

DECLARATIONS

Item 1. NAMED INSURED: Cyprus Mines Corporation

Item 2. ADDRESS: 523 West Sixth Street

Los Angeles, California 90014

Item 3. POLICY PERIOD: From: March 1, 1972 To: March 1, 1975 (12:01 A.M. Standard Time at address of the Insured)

Item 4. PREMIUM BASIS: Flat Charge

Item 5. ADVANCE PREMIUM: \$ 12,500.

ANNUAL MINIMUM PREMIUM: \$12,500.

In the event of cancellation by the Named Insured, the Company shall receive and retain not less than \$2,500. as the Policy Minimum Premium.

Item 6. SCHEDULE OF UNDERLYING INSURANCE:

Continental Casualty Company
Policy number to scheduled

CANCE THOO LER NOC METHOD LER NOC

5861-10-68

ARRIVERSART IMPORSIMENT

IT IS AGREED THAT THE ADVANCE PROMIDER SHALL HE PAYABLE AS POLICIE:

INCEPTION DATE: FIRST ANNIV: SECOND ANNIV: 3-1-72 3-1-73 3-1-74 \$12,500. TO BE DETERMINED TO BE DETERMINED

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PRODUCER	<u>-</u>
COUNTERSIGNATURE OF AUTHORIZED AGENT	
	PRODUCER PRODUCER

180009-6-65 SETS

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

Policy of Excess Insurance issued by the Fireman's Fund Insurance Company (hereinafter called the "Company") to Cyprus Mines Corporation (hereinafter called the "Insured").

In consideration of the payment of premium stated in the Declarations,

THE COMPANY AGREES WITH THE INSURED

- 1. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 6 of the Declarations, hereafter called underlying insurance. in full force and effect at the inception of this policy.
- 2. The Insured warrants, and it is a condition of this policy, that underlying insurance (applying as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance in an amount not less than 1,000,000. each occurrence is in full force and effect at the inception of this policy, and further that such underlying insurance shall be maintained in full force and effect during the period of this policy, except for reduction of aggregate limits solely as the result of payment of claims arising out of occurrences during the policy period.
- 3. The limit of the Company's liability under the policy shall be as follows:

\$2,000,000. each occurrence which is 50% Quota Share of \$4,000,000. each occurrence \$2,000,000. aggregate \$4,000,000. aggregate

- shall follow the terms, conditions and definitions as stated in the policies of underlying insurance, except for limits of liability, any renewal agreement and any obligation to investigate or defend.

4. Except as otherwise provided herein the insurance afforded by this policy

- 5. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted, provided that the insurance for injury to or destruction of property under this policy shall not apply except as respects injury to or destruction of corporeal property; including loss of use thereof.
- 6. The Insured shall immediatly advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

PAGE 2 OF 4 PAGES

- 7. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.
- 8(a). Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.
- 8(b). "Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.
- 9. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.
- 10. In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person
 or organization and the Insured shall execute and deliver instruments and
 papers and do whatever else is necessary to secure such rights. The
 Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

11. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified, is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

12. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance or a renewal thereof, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the Declarations Payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has coused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

6 April 6, 1972

FINAL PAGE

5861-10-68

EXCESS LIABILITY POLICY

4445 447 1-5-F GV

Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

DECLARATIONS

FTEM 1. INSURED'S NAME AND ADDRESS ING . STREET TOWN, COUNTY, STATE)



FIREMANS
FUND
AMERICAN
MUNICOLE
HOME OFFICE:
EAN PRANCISCO
CALIFRENIA

XLX-105 61 87

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- 18 THE AMERICAN
- 07 NATIONAL SURETY

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5772-8-66

THE COMPANY

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, conditions and other terms of this policy:

INSURING AGREEMENTS

I. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

(a) Bodily injury, sickness or disease, including death at any time resulting therefrom, herein referred to as "bodily injury," sustained by any person or persons; and

(b) Injury to or destruction of property, including loss of use thereof, herein referred to as "property damage";

and arising out of the hazarás covered by and as defined in the

primary policy or policies specified in the declarations as primary insurance and issued by the Primary Insurer or Insurers indicated.

II. The insurance afforded by this policy is excess over the amount of primary limits stated in Item 3 of the declarations and applies only (1) after the Primary Insurer has paid or shall have been held liable to pay such primary limits plus costs, or (2) in the event the insured has by final judgment been adjudged to pay a sum which exceeds the limits of liability of the Primary Insurer and the Primary Insurer has admitted liability for the amount of such limits, plus costs covered by its policy which are incidental thereto.

DEFINITIONS

- COSTS. The word "Costs" means interest on judgments, investigation, adjustment and legal expenses excluding all expenses for salaried employees and retained counsel and all office expenses of the insured.
- 2. PERIOD OF INSURANCE. The words "period of insurance" mean the policy period stated in Item 2 of the declarations.
- 3. PRIMARY INSURER. "Primary Insurer" means the Insurer or Insurers specified in Item 5 of the declarations.
- 4. PRIMARY INSURANCE. "Primary insurance" means the policy or policies specified in Item 5 of the declarations and issued by the Primary Insurer.
- 5. PRIMARY LIMITS. "Primary limits" means the total amount of all policy limits of liability applicable under primary insurance.
- 6. COMBINED LIMITS. "Combined limits" means the total amount of all policy limits of liability applicable under both primary insurance and this policy combined.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BBOAD FORM)

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability: or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear lacility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property of such muclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties:

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the mearings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property

CONDITIONS

1. PAYMENT OF COSTS.

(a) In the event of claim or claims arising which are terminated by settlement or judgment for not more than the primary limits, then no costs shall be payable by the Company.

(b) Should, however, the amount of settlement or judgment for which such claim or claims are terminated exceed the primary limits, such costs as are incurred personally by the insured with the written consent of the Company and which are not covered by primary insurance, will be paid by the Company. Provided, however, that payment of interest shall be limited to interest accruing after entry of judgment on such part thereof as does not exceed the Company's limit of liability thereon, until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon.

2. MAINTENANCE OF PRIMARY INSURANCE. At the inception of this policy the primary insurance with primary limits as stated in the declarations shall be in full force and effect and thereafter shall be maintained in full force and effect without change, except for reduction of the aggregate primary limits of liability solely by reason of claims with respect to bodily injury or property damage occurring during the period of this policy.

Failure to maintain the primary insurance, any change in the Primary Insurer or any change in the primary insurance, except as provided above with respect to aggregate primary limits of liability, shall constitute a breach of this condition by the named insured and shall automatically terminate this policy without notice unless the Company consents thereto by endarsement issued to form part of this policy. Premium adjustment shall be made as soon as practicable thereafter but payment or tender of unearned premium is not a condition of termination.

In the event of change in the premium or rating of the primary insurance while this policy is in force, the named insured shall totify the Company in writing as soon as practicable and, at the option of the Company, the premium hereon may be adjusted accordingly.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the primary insurance on the effective date of policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to the following:

- (a) premium:
- (b) the obligation to investigate and delend;
- (c) the amount and limits of liability;
- (d) any renewal agreement.
- 3. PREMIUM. The deposit premium stated in the declarations is an estimated premium only. Upon termination of this policy, or at such other time as may be specified herein, the earned premium shall be computed in accordance with the method of computation stated in the declarations. If the earned premium thus computed exceeds the deposit premium paid, the named insured shall pay the amount in excess thereof to the Company; if less, the Company shall return to the named insured the unearned portion paid. In no event shall the earned premium be less than the minimum premium stated in the declarations, or the short rate or pro rata adjustment of the minimum premium

described in the Concelation condition of this policy, if this policy is canceled as therein provided.

V

In the event of change in the premium or rating of any primary insurance while this policy is in force, the named insured shall notify the Company in writing as soon as practicable and, at the option of the Company, the premium hereon may be adjusted accordingly.

The Company shall have the right to examine the named insured's books and records at any time during the period of insurance and within one year thereafter for the purpose of determining actual earned premium.

- 4. RIGHT OF APPEAL. In the event the Primary Insurer or the insured elects not to appeal a judgment in excess of the primary limits, the Company may elect to conduct such appeal at its own expense and shall be liable for the taxable court costs, interest incidental thereto and for premium on required appeal bonds, which are not payable under primary insurance, provided that in no event shall the total liability of the Company exceed the difference between the primary limits and the combined limits stoted in the declarations, plus taxable court costs and interest to the extent provided by Condition 1-(b).
- 5. SUBROGATION. In the event of any payment under this policy, the insured will notify the Company of any of the insured's rights of recovery therefor against any person or organization. The Company shall be subrogated to all such rights of the insured and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered through subrogation or atherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests and the expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

- NOTIFICATION OF CLAIMS. The insured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder, shall give immediate written notice thereof to the Company.
- ACACELATION. This policy may be canceled by the named insured by malling to the Company written notice stating when thereafter such cancelation shall be effective. This policy may be canceled by the Company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such concelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata in either event the minimum premium stated in the declarations shall be adjusted short rate or pro rata, as the case may be.

Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

(Wiggen

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

Rent O. J. Comp SECRETARY

PRESIDENT

GRANITE STATE INSURANCE COMPANY MANCHESTER, NEW HAMPSHIRE

IC.

(A Stock Insurance Company herein called the Company) AMERICAN INTERNATIONAL UNDERWRITERS

> 80- 93902 POLICY No. SCLD

The Company agrees with the Insured named below, in consideration of the premium paid and subject to all the terms and conditions set forth below that the insurance afforded by this policy shall follow all the terms and conditions of Policy No 200-4495493 issued by The Bone Installment Co. including all renewals and rewrites thereof.

NAMED INSURED: Cypton Mines Compensation, et al

ADDRESS:

555 South Floor Street

Los kareles, California 90071

POLICY PERIOD:

July 1, 1976 to July 1, 1977 .

COVERAGE:

Exercia Describe Lightlity

LIMIT OF LIABILITY: \$2,000,000.00 Just of \$5,000,000.00 Excess of \$20,000,000.00 Combined Single Limit per occurrence

d in the authorate.

PREMIUM:

25,000.00

RATE:

\$2,500,00 per million

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized representative of the Company.

exical infranctional incommittees, inc.

Authorized Representative

Countersigned by: -

Form CS-8674

Old Republic ZC-46316 Insurance Co.: Policy No.:
Policy Period:
Insurance Type:
Policyholder:

07/01/85-07/01/86 CGL Cyprus Minerals Co.

No. ZC- 46316 New RENEWAL OF NUME



Old Republic

INSURANCE COMPANY

GREENSBURG, PENNSYLVANIA H.O. #S-115

AG-00-01

A Stock Company

DECLARATIONS

Item 1. Named Insured and Address:

(No., Street, Town or City, County, State)

. Cyprus Minerals Company, et al (See Endorsement #3)

P.O. Box 3299, 7200 South Alton Way

Englewood, Colorado Itam 2. Policy Period: (Mo. Day Yr.) 80155

n July 1, 1985 to July 1, 1986 12:01 A.M., standard time at the address of the named insurad as stated herein.

The named insured is: Individua		ship	Joint Venture	Other:_	· · · · · · · · · · · · · · · · · · ·
Business of the name		TER RELOW)	Audit Period: Annua	il, unless otherwis	e stated. (pyram millow)
tem 3. The insuran this policy.	ce afforded is o	nly with respect to the Coverage Part(s) ind	icated below by spec	ific premium cha	rge(s) and attached to and forming a part o
Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part Ho(s),	Coverage Part(s)
3			\$		Hospital Professional Liability Insurance
			\$		Manufacturers' and Contractors' Liability Insurance
į.		Completed Operations and Products Liability Insurance	\$		Owner's and Contractor's Protective Liability Insurance
		Company Control Linkling Income	\$		Owners', Landlords' and Tenents' Liability Losurance
137,500.00	L6394a_	Comprehensive General Liability Insurance Comprehensive Personal Insurance	s	 	Personal Injury Liability Insurance
<u> </u>		Contractual Liability Insurance	s	 	
 	 -	Druggists' Liability Insurance	∜	1	Physicians', Surgeons' and Dentists' Professional Liability Insurance
	 	Elevator Collision Insurance	\$		Premises Medical Payments Insurance
		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	s		Special Protective and Highway Liability Insurance New York Department of Transportation
3		Farmer's Comprehensive Personal Insurance	\$		Storekeeper's insurance
3		Farmer's Medical Payments Insurance	\$ Included	16111	Broad Form Comprehensive
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,	L9235, L6	5131, GU245, U-217-73, L6 U-400, L9109, L9114a, U-4	133, L6178, 21. U-693. L	L6113a, L0 6146	6108, ether than those entered on Coverage Part(s), attached at issue
\$137,500,00	Tetal Advance	Premium for this policy.			

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on: Effective Date 1st Anniversary 2nd Anniversary

Countersigned: #4588 Frank B. Hall & Co. of Missouri, Inc.

klm 1-9-86
Not applicable in Texas

Old Republic Insurance Company

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mebile equipment;

"hodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefore.

"cellapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The cellapse hazard does not include property damage (1) arising out of operations performed for the named lasticed by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insered under an lacidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bedily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automebile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwafter used exclusively for carrying property and having a compartment height not exceeding four faet:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the com-

pleted operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental centract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

"mebile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) mentained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in badily injury or property damage neither expected nor intended from the standpoint of the lasured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily lajury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and preperty damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bedily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"preperty damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include preperty damage (I) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

SUPPLEMENTARY PAYMENTS

The compny will pay, in addition to the applicable limit of liability:

- (a) all expense incurred by the company, all costs taxed against the insured in any suit defeded by the company and all interest on the entire amount of any judgment there, which accrues after entry of the judgment and before the company has pal or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appearbonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable Hmit of Hability of this policy, and the cost of bail bonds required
- of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per ball bond, but the company shall have no obligation to apply for or furnish any such bonds.
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or sult, including actual loss of earnings not to exceed \$25 per day.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

CONDITIONS

 Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period for part thereof terminating with the end of the policy period designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for preperty damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Buties in the Event of Occurrence, Claim or Suit:
- (a) In the event of an eccurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the issured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the lasured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first sid to others at the time of accident.
- 5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person organization shall have any right under this policy to join the company as a party to any action against the insured to determine the lasured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

4.27

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subregation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- 8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- 9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- 10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and how of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the aamed insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Jethen a. Sifet J.

William R. Stover

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

- 1. This policy does not apply:
 - A. Under any Liability Coverage, to hadily injury or property damage
 - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of auclear material and with-respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardeus properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to hedily lajury or preperty damage resulting from the hazardous preperties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom:
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the heality injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation, or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this endorsement:
 - "hazardeus preperties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "seurce material", "special auclear material", and "bypreduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reacter;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutanium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging wasts,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reacter" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:
- "property damage" includes all forms of radioactive contamination of property.

Resident Agent Endorsement

Not valid unless countersigned by a duly authorized agent of the company

	· ·		
Inasmuch as the policy to which this endorsement is attac	ched applies to operations or premises, as described in	•	
the declarations thereof, in the State of Mississippi	, the signature of a duly authorized	ź	
representative of that State is hereby appended in conformit	ty with the Insurance Laws thereof.	! ' - 3	
Attached to and forming part of Policy NoZC-46316	, issued to Cyprus Minerals Co., et al	1	,
m Englewood, Colorado 80155	OLD REPUBLIC INSURANCE COMPANY	į.	
Constoraigned at Drawale. Mer.		•	
this B.f. day of March 1986	William R. Stover	•	
(Resident Représentative in the above State)	Fillin a Lifet J.		
.1	Secretary		

Resident Agent Endorsement

Not valid unless countersigned by a duly authorized agent of the company

Insamuch as the policy to which this endorsement is attack	shed applies to operations or premises, as described in
the declarations thereof, in the State of California	the signature of a duly authorized
representative of that State is hereby appended in conformi	ty with the Insurance Laws thereof.
Attached to and forming part of Policy NoZC-46316.	, issued to Cyprus Minerals Co., et al
of Englewood, Colorado 80155	OLD REPUBLIC INSURANCE COMPANY
Countersigned at Greensburg, Pennsylvania	William R. Stover
this	President
(Resident Representative in the above State)	Fillin a Signit J.
of Englewood, Colorado 80155	OLD REPUBLIC INSURANCE COMPANY

LIST OF ENDORSEMENTS POLICY # ZC-46316

- Comprehensive General Liability Insurance #ZC-46316
- Broad Form Comprehensive General Liability Endorsement
- Named Insured 3.
- 3A. Endorsement Continued from Endoresement #3
- General Liability Amendatory Endorsement-Additional Definition 4.
- 5. Amendment of Definition-Incidental Contract
- 6. Amendatory Endorsement Prejudgment Interest
- 7. Endorsement Exclusion
- Amendment of Broad Form Comprehensive General Liability 8.
- 9. Liability Amendatory Endorsement 10. Liability Additional Insured
- 11. Additional Insured
- 12. Waiver of Subrogation
- 13. Assault & Battery Coverage
- 14. Knowledge of Occurrence 15. Notice of Change
- 16. Notice of Cancellation
- 17. Comprehensive General Liability Insurance Completed Operations and Products Liability Insurance
- 18. Limits of Liability
- 19. Hazardous Waste Facilities Amendatory Provisions
- 20. Deletion of Exclusions
- 21. Application of Exclusions
- 22. Deductible Liability Insurance
- 23. Blanket Explosion Coverage
- 24. Schedule of States General Liability
- 25. Employee Benefits Liability
- 26. Named Insured
- 27. Change in Premium Bases
- 28. Amendment to Endorsements
- 29. Limits Correction
- 30. Additional Named Insured
- 31. Additional Named Insureds

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To view the actual hard copy, contact the Region VIII Records Center at (303) 312-6473.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

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(c) to healify injury or preparty damage arising out of all the caperation, maintanance, operation, the loading or unloading of any mobile equipment while being used in any preermaged or organized racing, speed or demolition contest or in any stanting activity or in practice or preparation for any such contest or activity.

(c) the operation or quantificating provided in the present of the provided and the provid

to hedity follury or property demans arising out of and in the countries of the transportation of mobile equipment by an automobile owned or operated by promoted or loaned to any insured;

transportation of mapile equipment by an automabile owned or operated by or rented or loaned to say insured;

(a) to health injury or preperty demangs arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured; or (2) any other watercraft operated by or rented or loaned to any insured; or (2) any other watercraft operated by any person in the fabrical fit his employment by any issured;

but this exclusion does not apply to watercraft lightly different of preperty demangs arising out of (1) the different of the controlled by the massed insured as a consecutive of the bealth injury or preperty demangs arising out of (1) the different of indicated in the actual of the controlled by the sures or other initials, contaminants or pollutants into or upon land, the stroughers or any water course or body of waters but liths exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(p) to health injury or preperty demangs due to war, whether or not declared, lovid war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (2) expenses for first aid under the Supplementary Payments provision; (2) expenses for first aid under the Supplementary Payments provision; (2) as a person or erganization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

purposes, If such liability is imposed

(ii) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage,

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ut part (ii) of this exclusion does not apply with respect to liability of the
neured or his indemnitae as an owner or lesser described in (2) above;

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(1) Dispose to solving the contract to the Insurant Contract to Insurant Contract Contract to Insurant Contract Contra

mensed learners of the complete and appear of the complete and appear of the complete and t

named insured after such products or work have been put to use by any person or organization other than an issured; (n) to unperty damage to the named insured's products arising out of such products or any part of such products;

Each of the following is an insured under this insurance to the extent set forth

if the named leaved is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the confinction such declarations.

Day, employee of the samed insured will experating any such equipment in the course of the samed insured will be operating any such equipment and any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or express legal; in such parage, or comparation. unuser that no parking to such person or organization of this pare-

Constitute with respect to:

(a) Explicit plany in any fellow employee of such person injured in the course
(a) Explicit parameter of

(c) scools amployment, or open street to the conduct of any partnership or loss the conduct of any partnership or joint venture of which the insurance has not apply to hadily injury or preperty designs arising out of the conduct of any partnership or joint venture of which the insurance is a partner or member and which is not designated in this policy as a named insurance.

III LUMITS OF LIARDITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain toulity failury or property damage, or (3) claims made or suits brought on account of hodily injury or preperty damage, the company's liability is limited as follows:

limited as follows:

Caverage A—The total liability of the company for all damages, including damages for care and loss of services, because of hedily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of negotive jury liability spinsty to the schedulance myldenile to "acch eccurrence". Subject to the short provision respecting "each eccurrence", the total liability of the company for all damages because of (1) all hedily injury included within the examination and (2) all hedily injury located within the products because in the schedule as "aggregate".

as "aggregate". [Admed] TOBITE-64:
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COMPREHENSIVE CENERAL LABORATIVE INSURANCE

CO006089

"BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This enderpowers, effective 7-1-85
(RASI A. Ms. standard time)

ed to Cyprus Minerals Company, et al

Old Republic Insurance Company

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(2) to herbital helpry or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the apound of any of the foregoing.

(3) to property demangs to property evened, occupied or used by appropriate to the property of the proper

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Additional Premiu	m
Return Premium	

This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to Cyprus Minerals Company

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

CYPRUS MINERALS COMPANY

NAMED INSURED

It is agreed that Item 1 of the Declarations, Named Insured, is completed in part as follows:

Named Insured:

- 1. Cyprus Mines Corporation
- 2. Byner Cattle Company
- 3. CIM Equipment Company
- 4. Copper Market, Inc.
- 5. Cyprus Industrial Minerals Corporation (Ghent, Belgium)
- 6. Cyprus Specialty Steel Company
- 7. Cyprus Thompson Creek Mining Company
- 8. Metal Mines Equipment Company
- 9. Pericles Exploration Company
- 10. Cyprus Pima Mining Company
- 11. Cyprus Northumberland Mining Company
- 12. Cyprus Bagdad Copper Company
- 13. Cyprus Industrial Minerals Company
- 14. Thompson-Weinman Company
- 15. Cyprus Talc Company
- 16. Cyprus Mettalurgical Processes Corporation
- 17. Cyprus Cable Support Systems Company
- 18. Cyprus Exploration Company
- 19. Cyprus Mines, Ltd. (Canada)
- 20. Flower Mining Company
- 21. Hector Exploration Corporation
- 22. Pima Desert Estates, Inc.
- 23. Pima Mining Company
- 24. ZED Cattle Company
- 25. Harbert Coal Terminals, Inc.
- 26. Harcon Barge Company
- 27. Three Rivers Rock Company
- 28. Louisiana Limestone Aggregates, Inc.
- 29. White Pigment Corporation

and any affiliated or subsidiary companies in which the Named Insureds have financial or management control and any trade name which they now operate

(continued)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Fillin U. Signt of

Presid

..... Authorized Representative.

Additional Prem	ium
Return Premium	

This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

Continued from Endorsement #3:

or may operate in the future; or any entity for which the Named Insureds have assumed the responsibility for furnishing liability insurance under a written contract.

It is further agreed the insurance afforded by this policy does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

William U. Signil

thisday of

Countersigned a

.... Authorized Representative.

LIABILITY

L 9235 (Ed. 7-78)

GL 00 19 (Ed. 7-78) GENERAL LIABILITY AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

This endorsement, effective

7-1-85 (12:01 A. M., standard time)

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

It is agreed that the following definition is added:

"leading or unleading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

LIABILITY

L 6131 (Ed. 3-83)

SL 99 18 (Ed. 03 83) AMENDMENT OF DEFINITION—INCIDENTAL CONTRACT

This endorsement modifies such insurance as is afforded by the provisions of any General Liability Insurance.

This endorsement, effective

7-1-85 (12:01 A. M., standard time)

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

Authorized Representative

It is agreed that the definition of lacidental contract is amended to include any easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade.

#5

IL 00 18 (Ed. 10 84) AMENDATORY ENDORSEMENT PREJUDGMENT INTEREST

This endorsement, effective

7-1-85 (12:01 A.M., ston

, forms a part of policy No. ZC-46316

Cyprus Minerals Company, et al

Old Republic Insurance Company

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the insured on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

> Copyright, Insurance Services Office, Inc., 1984 Copyright, ISO Commercial Risk Services, Inc., 1984

#6

U-217-73

#7

ENDORSEMENT

Additional Prem	ium
Return Premium	44444

This endorsement, effective 7-1-85

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

EXCLUSION

It is agreed that such insurance as is afforded by this policy does not cover the liability nor apply to any claims resulting from injuries sustained by any person or persons, or damage to tangible property, directly or indirectly caused by, resulting from, contributed to, or aggravated by the subsidence, settling, sinking, slipping, falling away, shifting, rising, tilting, collapse, or other movement of the surface of the earth caused by underground mining operations.

Countersigned at		Δ		this	dev of	 19
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$\sim 10^{-1}$	4 1 1 10	71	.,		,	

LIABILITY

Ed. 3-83

GL 89 19 (EL 03 83) AMENDMENT OF BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE SERERAL LIABILITY INSURANCE —

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement, effective

7-1-85 (12:01 A. M., standard time)

, forms a part of policy No. ZC-46316.

icenad to

Cyprus Minerals Company, et al

Old Republic Insurance Company

.....

Section I, Contractual Liability Coverage, exclusion B. (5) is amended to read as follows:

to bedily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or treatle, tracks, roadbeds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements or exament or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

SL 88 32 (Ed. 04 84)

L 6178 (Ed. 4-84)

AMENDATORY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANGLORDS' AND TENANTS' LIABILITY INSURANCE

STORENEEPER'S INSURANCE

SMP LIABILITY INSURANCE

This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

Authorized Representative

It is agreed that the exclusion relating to **bedily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

- (i) to **bodily injury** to any amployee of the **insured** arising out of and in the course of his employment by the **lasured** for which the **insured** may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the lasured to indemnify or contribute with another because of damages arising out of the hodily lajury; or
- (iii) to bedity injury sustained by the spouse, child, parent, brother, or sister of an employee of the lasured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

Copyright, Insurance Services Office, Inc., 1983

#9

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

GL 20 11 (Ed. 07 66) G 109 L 9109 (Ed. 7-66)

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TEMANTS' LIABILITY INSURANCE

STOREKEEPER'S INSURANCE

This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

SCHEDULE

Premiums

Bodily Injury Liability Property Damage Liability

Designation of Premises (Part Leased to Mamed Insured) Name of Person or Organization (Additional Insured)

Included Included

All lessors

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any accurrence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demotition operations performed by or on behalf of the person or organization designated above.

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ENDORSEMENT

Additional Prem	ium
Return Premium	***************************************

This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to

#11

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

Additional Insured

It is agreed the policy is amended to include the State of Arizona and Bagdad School District as Additional Insured but only as respects to the use of school premises for operations conducted by those organizations outlined on the certificate.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

Countersigned at			this	day of	
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ENDORSEMENT

Additional Prem	ium	
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This endorsement, effective 7-1-85

, forms a part of policy No. ZC-46316

issued to

#12

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

WAIVER OF SUBROGATION

"It is agreed that the Company waivers any right of subrogation under the policy with respect to all operations performed by the Named Insured, where such waiver is required by written contract."

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

Countersigned at	this	day of	19
Countersigned at Law Freytonift	Authorized Represents	tive.	
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ENDORSEMENT

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This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

ASSAULT AND BATTERY COVERAGE ENDORSEMENT

It is agreed the coverage under the policy includes coverage for assault and battery, committed in good faith in an emergency for the purpose of protecting the person or property of the insured or others from Bodily Injury and Property Damage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

Countersigned at		. this	day of	***************************************	19
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ENDORSEMENT

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This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

KNOWLEDGE OF OCCURRENCE

If is agreed Knowledge of any occurrence, claim or suit by the agent, servant or employee of the Insured shall not in itself constitute knowledge of the Insured unless notice of such occurrence, claim or suit shall have been received by the executive officer/risk manager of the Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

Countersigned at	0 10	this day of	19
	taylon	thisday of	•
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ENDORSEMENT

Additional Prem	ium
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This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

NOTICE OF CHANGE

It is agreed that Old Republic Insurance Company will notify the Kentucky Department for Surface Mining Reclamation and Enforcement of substantial changes in the policy to which this endorsement is attached.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

Countersioned)	$O_{-}I$	Δ	this	đav of	19
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# **ENDORSEMENT**

Additional Prem	ium
Return Premium	***************************************

This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to

16

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

#### NOTICE OF CANCELLATION

It is agreed The Company will give sixty (60) days notice in the event of cancellation, except for non-payment of premium.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

Countersigned at	1	this	day of	19
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N	en faytongs	Authorized Kepr	esentative.	

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

### GL 20 15 (Ed. 07 66) G 113 ADDITIONAL INSURED

L 91142 (Ed. 7-66)

# (Vendors—Broad Form)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

This endorsement, effective

7-1-85 (12:01 A. M., standard time) , forms a part of policy No.

ZC-46316

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

Authorized Spresental

SCHEDULE

Name of Vendor(s)

All Designated Vendors

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated above (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

- 1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
    - fill repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
    - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.



#17

LIABILITY

# GL 99 17 (Ed. 03 81) AMENDMENT - LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective

7-1-85 (12:01 A M. standard time)

, forms a part of policy No.

ZC-46316

L 6108

(Ed. 3-81)

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

#### SCHEDIUF

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 1,000,000 each eccurrence \$ 2,000,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

#### Bodily Injury Liability and Property Damage Liability:

- Bedily injury Liability and Property Damage Liability:

  (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each eccurrence" is the total limit of the company's liability for all damages including damages for card and loss of services because of bedily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability. liability.
- Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bedily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate". 'aggregate":
  - (1) all property damage arising out of premises or operations rated on a remuneration basis or Contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such preperty damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures:
- if Products Completed Operations insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- to the sum of the damages for all bodily injury and property damage described in subparagraph (3); and
- (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANGLORDS' AND TENANTS' LIABILITY INSURANCE SMP LIABILITY INSURANCE

This endorsement, effective

7-1-85 (12-01 A.M., standard time)

, forms a part of policy No. ZC-46316

lessed to

Cyprus Minerals Company, et al

Old Republic Insurance Company

SCHEBULE

e of Facility

EPA Identification Numb

Cyprus Minerals Co.

800 East Pima Mine Road Sahuarita, Arizona 85629 AZD068428598

#### Limits of Liability

- 2,000,000 aggregate
- 1,000,000

each occurrence

# Additional Premium \$ Included

It is agreed that the following additional provisions apply with respect to a Hazardous Waste Treatment, Storage, or Disposal Facility subject to the financial responsibility requirements of 40 CFR Part 264.147 or 265.147 (Environmental Protection Agency Regulations); provided that the name, address or location, and EPA Identification Number of such facility are shown in the Schedule above.

1. The following provisions apply, in place of the limits of tlability provisions shown elsewhere in this policy, to the company's liability for damages because of health injury or property damage arising out of a sadden and accidental discharge, dispersal, release or escape of irritants, contaminants or pollutants from any facility shown in the Schedule of this endorsement:

Regardless of the number of: (1) facilities shown in the Schedule of this endorsement; (2) insureds under this policy; (3) persons or organizations which sustain hedly injury or preperty damage; or (4) claims made or suits brought:

(a) the total liability of the company for all damages because of all badily lability and all property damage shall not exceed the limit of liability shown in the Schedule of this endorsement as "aggregate;"

(b) subject to (a), the total liability of the company for all damages because of all hedly injury and all property damage arising out of a single occurrence shall not exceed the limit

of liability shown in the Schedule of this endorsement as "each eccurrence."

For the purpose of determining the limit of the company's liability, all hedily injury and property damage arising out of a sudden and accidental discharge, dispersal, release or escape of irritants, conteminants or pollutants, including all bedily injury and preperty damage arising out of all subsequent exposure of persons and property to such substances, shall be considered as arising out of a single accurrence.

2. The company shall pay any applicable deductible amount and, upon notification of such payment, the named insured shall promptly reimbulse the company for the amount so paid. This provision does not apply with respect to that amount of any deductible for which financial responsibility is demonstrated as specified in 40 CFR 264.147 (f) or 265.147 (f).

Neither the company nor the insured may terminate the insurence provided herein for any facility except by providing written sotice to the other party and the Regional Administratoria) of the EPA Regionals in which such facilityless is (are) located. Termination by cancellation shall be effective no fewer than sixty 1600 days after such written notice is received by the Regional Administrator; other termination shall be effective no fewer than thirty (30) days after receipt of such notice.



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Additional Premi	ium
Return Premium	***************************************

This endorsement, effective -1_85

, forms a part of policy No. ZC-46316

issued to Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

### DELETION OF EXCLUSIONS

It is agreed endorsement L6111 Broad Form Comprehensive General Liability is amended as follows:

- Exclusions (3) and (5) of section 1 (B) are deleted in their entirety
- Section 11 (D) is amended to include the follow additional definitions
  - 4. It is agreed that for the purpose of the coverage afforded hereunder it is understood that the term bodily injury shall include mental anguish and humiliation.
  - 5. Discrimination (other than unfair trade practices) premised on age, creed, national origin, race, or sex (where legally permissible).

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Filling U. Signt

this ...... 19 ...... 19 ......

Countersigned at

... Authorized Representative.

### APPLICATION OF EXCLUSIONS

(Explosion, Collapse and Underground Property Damage Hazards)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

This endorsement, effective

1-7-85 (12:01 A.M. standard time)

, forms a part of policy No.

ZC-46316

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

It is agreed that if the named insured's actual operations include any operation(s), whether or not stated in the Schedule under "Description of Hazard", which is (are) described by any classification listed below, the "x", "c", "u" symbol(s) included in the applicable code number shall apply as if such classification code number and symbol(s) were included in such Schedule.

DESCRIPTION OF OPERA	TIONS; CLASS	IFICATION CODE NO.; AND SYMBOL(S)	
Building or Structure Raising, Moving or Underpinning—includ-		Excavation	15111xcu
ing incidental shoring, removal or rebuilding of walls, founda- tions, columns or piers	17885xc	Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation,	
Caisson Work: Foundations for buildings—including pile driving, excavation,		servicing or repair of appliances	49221xcu
masonry or concrete work up to completion of sub-structure only	17805xcu	Gas Dealers—liquefied petroleum gas	59851x
Not foundations for buildings—including pile driving, excava- tion, masonry or concrete work up to completion of sub-		Gas Dealers—retail	59810x
structure only	16235xcu	Gas Distributing—liquefied petroleum gas—local distribution by gas mains or piping from central tanks to ultimate consum-	
Clay or Shale Digging—no canal, sewer or cellar excavation or underground mining	14001x	ers—including meter readers—including completed opera- tions except with respect to the installation, servicing or repair of appliances	49252xcu
Cofferdam Work—including pile driving, excavation, masonry or concrete work up to completion of sub-structure only	16235xcu	Gas Mains or Connections Construction—including tunneling at street crossings.	16225хсц
Conduit Construction—for cables or wires	16285xcu	Gas Works-including outside salesmen, collectors and meter	•
Contractors Equipment:  Cranes, derricks, power shovels, and equipment incidental		readers—including completed operations except with respect to the installation, servicing or repair of appliances	49251xcu
thereto—rented to others with operators—including instal- lation, repair or removal	73912xcu	Gasoline Dealers—wholesale	50851x
Earth moving equipment other than cranes, derricks and power		Gasoline Recovery—from casing head or natural gas	13210dexz
shovels—rented to others with operators—including in- stallation, repair or removal	17861cu	Geophysical Exploration—seismic method—all employees	13831x
Steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—rented to others		Grading of Land	07313xcu
with operators—including installation, repair or removal.	73916xu	Irrigation or Drainage System Construction—including pile driving or dredging	16255xu
Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, repair or re-		Landscape Gardening	07311xcu
moval	73911u	Oil Lease Operators or Gas Lease Operators—natural gas	13122dexz
Dam or Reservoir Construction	16232xcu	Oil Lease Operators or Gas Lease Operators—natural gas—	• . •
Electric Light or Power Companies—including outside sales- men, collectors and meter readers—including completed oper-		within the limits of any town or city on the right-of-way of any railroad, or in any ocean, gulf or bay	13121dexz
ations except with respect to the installation, servicing or repair of appliances.	49115xcu	Oil or Gas Pipeline Construction—including pile driving or dredging	16365xcu
Electric Light or Power Cooperatives—Rural Electrification Administration Projects Only—including outside salesmen, col-		Oil or Gas Well Shooting	13851dexz
lectors and meter readers—including completed operations		Oil Refining—petroleum	29112x
except with respect to the installation, servicing or repair of appliances	49116xc	Pile Driving:	17005
Electric Light or Power Line Construction	16245xcu	Building foundations only. Including timber wharf building Sonic method	17805xcu 16294cu 16296cu
Electric Light or Power Line Construction—Rural Electrification Administration Projects Only	16242xc	Pipeline Construction—including pile driving or dredging	16365xcu

	•	MINING	2002X
Stone Crushing	32905x		17 <b>822</b> xc
Steam Mains or Connections Construction—including tunneling at street crossings	16225xcu	Dismantling of pre-fabricated dwellings not exceeding three stories in height for re-erection	17811xc
completed operations except with respect to the installation, servicing, or repair of appliances	49610xcu	Wrecking:	
Steam Heating or Power Companies—not electric—including outside salesmen, collectors and meter readers—including		Welding or Cutting	17785x
Shaft Sinking—including pile driving, excavation, concrete work or lining	16235xcu	Waterworks—including outside salesmen, collectors and meter readers—including completed operations, except with respect to the installation, servicing or repair of appliances	49411xc
Sewer Mains or Connections Construction—including tunneling at street crossings.		Water Mains or Connections Construction—including tunneling at street crossings.	16225xc
Septic Tank Systems—cleaning—installation, maintenance or repair—including house connections, shop and retail stores or display rooms	17181u	Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers	17885xc
underground mining		Tunneling—including lining	16235xc
Sand or Gravel Digging—no canal, sewer, cellar excavation or		Telephone, Telegraph or Alarm Line Construction	16245xc
Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking		Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical	48110u
Railroad Construction—including laying, relaying or removal of tracks or mainfenance of ways by contractors		Swimming Pools—below ground—installation, servicing or repair	17802xc
Quarries—including the operation of crushers	14001x	Subway Construction	16205xc
Plumbing—gas, steam, hot water or other pipe fitting—includ- ing house connections, shop and retail stores or display rooms	17185u	Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping	16125xc
ripeimes—including maintenance:  Gas operation Oil operation	49222x 46100xz	right-of-way, excavation, filling or grading, bridge or culvert building	16115xc

Ran Spytage

LIABILITY

# GL 03 60 (Ed. 07 81) DEDUCTIBLE LIABILITY INSURANCE

£ 6113a (Ed. 7-81)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

SMP LIABILITY INSURANCE

This endorsement, effective

7-1-85 (12:01 A.M., standard time) , forms a part of Policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by

Old Republic Insurance Company

Authorized Regulesentati

#### SCHEDULE

Coverage	Amount a	nd Basis of Deductible
Bodily Injury Liability	\$x	per claim
douty injury clausity	\$1,000,000.00	per occurrence
Property Damage Liability	\$x	per claim
Linhaith paniaka manuth	\$1,000,000.00	per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement, if no limitation is entered, the deductibles apply to all loss however caused).—

\$1,000,000 applicable to explosion coverage only.

#### It is agreed that:

- The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the Insured, applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each occurrence" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such deductible amount.
- 2. The deductible amounts stated in the schedule apply as follows:
  - (a) PER CLAIM BASIS—if the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily Injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
  - (b) PER OCCURRENCE BASIS—if the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily Injury or property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence.
- 3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
- 4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the mamed insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Additional Premi	ium ,
Return Premium	***************************************

This endorsement, effective 7-1-85

, forms a part of policy No. ZC-46316

issued to Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

#### EXPLOSION COVERAGE

It is understood and agreed the policy is extended to provide coverage for the explosion hazard, but only with respect to the location(s) shown in this endorsement and no other location(s), unless specifically noted otherwise.

Location(s):

BLANKET EXPLOSION COVERAGE

It is agreed that any additional surface and/or underground mining locations not shown on the policy schedule will be reported to Old Republic Insurance Company within thirty (30) days after operations begin.

14001x Mining - Surface As respects this location(s), operations described by Classification 12002sx Mining - N.O.C. are not subject to Division 1 of Exclusion Q of Coverage Part L6394a

. Comprehensive General Liability Insurance

A deductible of1,000,000er claim is applicable to Property Damage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Fillin a Light J.

....

Authorized Representative.

400

Additional Prem	ium		*****	 • • • • • • •
Return Premium		********		

This endorsement, effective

, forms a part of policy No.

Cyprus Minerals Company, et al issued to

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

## SCHEDULE OF STATES - GENERAL LIABILITY

X_Alabama	Massachusetts	_X_Tennessee
Ataska	Michigan	Texas
X_Anzona	Minnesota	_X_Utah
Arkansas	Mississippi	Vermont
X_California		Virginia
K_Colorado	X_Montana	Washington
Connecticut	X_Nebraska	West Virginia
Delaware	X_Nevada	Wisconsin
District of Columbia	New Hampshire	Wyoming
Florida	_X_New Jersey	
Georgia	New Mexico	
Hawaii	New York	
daho	North Carolina	
lllinois	North Dakota	
Indiana	Ohio	
towa	Oklahoma	
Kansas	X_Oregon	·
X. Kentucky	X_Pennsylvania	
X_Louisiana	Rhode Island	
Maine	X South Carolina	
X_Maryland	South Dakota	

eements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Countersigned at

Hillim U bifut

President

.... this ....... day of ...... 19 .......

.... Authorized Representative.

#### EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

Limits of Liability	Premium Basis	Premium Rates	Advanced Premium
Thousand Dollars each claim Thousand Dollars aggregate	Estimated No. of Employees	Rates per Employee  \$ First 5,000  \$ Next 5,000  \$ Over 10,000	Included in Composite Rate

#### INSURING AGREEMENTS

In consideration of the premium and in reliance upon the statements in the Application and subject to the terms of this endorsement and of the Policy to which this endorsement is attached, the Company agrees with the Insured named in the Declarations of the Policy as follows:

- I. COVERAGE. The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages on account of any claim made against the Insured by any employee, former employee or the beneficiaries or legal representatives thereof for injury caused by any negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable, in the administration of Employee Benefits as defined herein.
- II. DEDUCTIBLE. shall be deducted from the amount of each claim covered under the terms of this endorsement and the Company shall be liable for loss only in excess of that amount.
- III. The DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS provisions of the policy shall apply as respects the insurance hereby afforded, except that the Company shall not make settlement or compromise any claim or suit without the written consent of the Named Insured.
- IV. POLICY PERIOD AND TERRITORY. This insurance applies only to claims brought against the Named Insured during the policy period within the United States of America, its territories or possessions or Canada, resulting from negligent acts, errors or omissions in the administration of Employee Benefits, provided the Named Insured, at the effective date of this policy, had no knowledge of or could not have reasonably foreseen any circumstances which might result in such claim.

### DEFINITIONS

1. "INSURED". The unqualified word "Insured" wherever used in relation to the insurance afforded hereby, includes not only the Named Insured, but also any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the Employee Benefits.

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- 2. "EMPLOYEE BENEFITS". The term "Employee Benefits" shall mean group life insurance, group accident and health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security and disability benefits insurance.
- 3. "ADMINISTRATION". As respects the insurance afforded hereby, the unqualified word "administration", wherever used shall mean:
  - (a) Giving counsel to employees with respect to the Employee Benefits;

(b) Interpreting Employee Benefits:

(c) Handling of records in connection with Employee Benefits;

(d) Effecting enrollment, termination or cancellation of employees under Employee Benefit Programs;

performed by a person authorized by the Named Insured to do such acts.

#### **EXCLUSIONS**

The insurance afforded by this endorsement does not apply:

- (a) To any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
- (b) To bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
  - (c) To any claim for failure of performance of contract by any Insurer;
  - (d) To any claim based upon the Named Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
  - (e) To any claim based upon failure of stock to perform as represented by an Insured;
  - (f) To any claim based upon advice given by an Insured to participate or not to participate in stock subscription plans.

#### CONDITIONS

The conditions of the policy entitled "Assistance and Co-operation of the Insured", "Action Against Company", "Other Insurance", "Subrogation", "Changes, "Assignment", "Cancellation" apply to the insurance afforded hereby and the following Conditions apply:

A. LIMITS OF LIABILITY. The limit of Liability stated above as applicable to "each claim" is the limit of the Company's liability for all damages incurred on account of any claim covered hereunder; the limit of liability stated above as "aggregate" is, subject to the above provision respecting each claim, the total limit of the Company's liability for all claims covered hereunder and occurring during each annual endorsement period. The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

- B. PREMIUM. The premium stated above is an estimated premium only. Upon termination of each annual period covered by this endorsement, the Insured, on request, will furnish the Company a statement of the total number of employees at the end of the period and the earned premium shall be computed in accordance with rates set forth above. If the earned premium thus computed exceeds the estimated advance premium paid, the Insured shall pay the excess to the Company; if less, the Company shall return to the Insured the unearned portion paid by such Insured subject to the Minimum Premium for this insurance stated above.
- C. NOTICE OF CLAIM OR SUIT. Irrespective of the application of the deductible amount, written notice of any claim or alleged negligent act, error or omission shall be given by or on behalf of the Insured to the Company. If suit is brought, the Insured shall immediately forward to the Company every summons or other process received by him.

All other terms and conditions remain unchanged.

* (g) This endorsement does not apply to liability resulting from the Insured's activities while acting in any fiduciary capacity with respect to the Employees Retirement Income Security Act of 1974 and all amendments thereto.

Additional Premi	ium
Return Premium	

This endorsement, effective

9-3-85

, forms a part of policy No. ZC-46316

issued to Cyprus Minerals Company

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

## NAMED INSURED

It is agreed that Item 1 of the Declarations, Named Insured, is amended to read:

Named Insured:

- 1. Cyprus Mines Corporation
- 2. Byner Cattle Company
- 3. CIM Equipment Company
- 4. Copper Market, Inc.
- 5. Cyprus Industrial Minerals Corporation (Ghent, Belgium)
- 6. Cyprus Specialty Steel Company
- 7. Cyprus Thompson Creek Mining Company
- 8. Metal Mines Equipment Company
- 9. Pericles Exploration Company
- 10. Cyprus Pima Mining Company
- 11. Cyprus Northumberland Mining Company
- 12. Cyprus Bagdad Copper Company
- 13. Cyprus Industrial Minerals Company
- 14. Thompson-Weinman Company
- 15. Cyprus Talc Company
- 16. Cyprus Mettalurgical Processes Corporation
- 17. Cyprus Cable Support Systems Company
- 18. Cyprus Exploration Company
- 19. Cyprus Mines, Ltd. (Canada)
- 20. Flower Mining Company
- 21. Hector Exploration Corporation
- 22. Pima Desert Estates, Inc.
- 23. Pima Mining Company
- 24. ZED Cattle Company
- 25. Harbert Coal Terminals, Inc.
- 26. Harcon Barge Company
- 27. Three Rivers Rock Company
- 28. Louisiana Limestone Aggregates, Inc.
- 29. White Pigment Corporation
- 30. Cyprus Western Coal Company
- 31. Cyprus Western Coal Equipment Company
- 32. Plateau Mining Company
- 33. 20 Mile Coal Company
- 34. Yampa Mining Company

and any affiliated or subsidiary companies in which the Named Insureds have financial or

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Fillin U. Signt J.

Preside

...... Authorized Representative.

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# **ENDORSEMENT**

Additional Prem	ium
Return Premium	

This endorsement, effective

9-3-85

, forms a part of policy No. ZC-46316

issued to Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

Continuation of Endorsement #26:

management control and any trade name which they now operate or may operate in the future; or any entity for which the Named Insureds have assumed the responsibility for furnishing liability insurance under a written contract.

It is further agreed the insurance afforded by this policy does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Countersigned at faylon fr

President

this ...... 19 ...... 19

.. Authorized Representative.

U-40 A

# **ENDORSEMENT**

Additional Premi	ium
Return Premium	

This endorsement, effective

9-3-85

, forms a part of policy No. 2C-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

## CHANGE IN PREMIUM BASES

It is agreed the following Policy is amended to show the following change in Premium Bases, due to the addition of Yampa Mining Company:

New

Additi	onal	Annua	1	Premium	Classification	
Pre	emium	Pr	emium	Bases		
BI 8109.	P.D. Included	BI 147330	PD Included	BI 130265768	PD Included	313 11111 All operations of the Named Insured

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Filling a Lifet J.

____ President

Countersigned a

this ______19 _____19

............

.... Authorized Representative.

Ú-40 LA

# **ENDORSEMENT**

Additional Prem	ium	
Return Premium		

This endorsement, effective

7-1-85

, forms a part of policy No. 2C-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

# Amendment to Endorsements

It is agreed Endorsement #22, Deductible Liability Endorsement, is amended to delete the phrase "\$1,000,000 applicable to explosion coverage only."

It is further agreed Endorsement #23, Explosion Coverage, is amended to show reference to "per occurrence" in lieu of "per claim". The last sentence shall read as follows: "A deductible of \$1,000,000 per occurrence is applicable to Property Damage."

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

:	Countersigned at		. thisday of	 19
	***************************************	Aut	norized Representative.	
#2Q	as 2-14-86		•	

Additional Premi	ium	
Return Premium		

This endorsement, effective

7-1-85

, forms a part of policy No. ZC-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

### Limits Correction

It is agreed the limits of liability shown on Coverage Part L6394a, Comprehensive General Liability Insurance, are corrected to read \$1,000,000 each occurrence and 2,000,000 aggregate Combined Single Limit in lieu of those limits shown.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

.(	Countersigned at	this	day of	19
		. Authorized Rep	resentative.	
#29	ss 2-14-86			

U-40	ł	Α
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Additional Premi	ium	
Return Premium	***************************************	

This endorsement, effective

2-26-86

, forms a part of policy No.

ZC-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

### ADDITIONAL NAMED INSURED

It is agreed the Named Insured is amended to include the following:

Star Fire Mining Company, A Division of MCI Mining Corp.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Countersigned at	 this	day of	19
***************************************	 Authorized Repres	entative.	

430 8-18-86 ss

U-4U 1 A
----------

Additional Premi	ium	
Return Premium	*******************	

This endorsement, effective

4-1-86

, forms a part of policy No.

ZC-46316

issued to

Cyprus Minerals Company, et al

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

### ADDITIONAL NAMED INSUREDS

It is agreed the Named Insured is amended to include the following:

Cyprus Sierrita Corporation Cyprus Mineral Park Corporation

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Countersigned at	this	day of	19
,	Authorized Repres	entative.	

#31 8-18-86 ss

# **DECLARATIONS**

# STONEWALL INSURANCE COMPANY

2308 FOURTH AVENUE NORTH BIRMINGHAM, ALABAMA 35203

	Idress: 555 SOUTH FLOWER STREET, LOS ANGELES, CALIFORNIA 90071 Coverage: EXCESS UMBRELLA LIABILITY	
In the a	mount of: 5,000,000 EXCESS 5,000,000 EXCESS UNDERLYING	
Term:	Beginning at 12:01 A.M. on the list., day of JULY and ending at12:01 A.M. on the list., day of JULY Standard time at the place of location of risks insured, and in accorda	19 76 19 77 nce with terms and

In favor of: CYPRUS MINES CORPORATION :

conditions of the form(s) attached and the Standard Clauses on the reverse side of this page. At time of issuance this Policy contains a _ 4 _ page insuring Form and Endorsements Forms: 1 through _____ inclusive. Standard Clause _____ shall not apply.

Stonewall Insurance Company, Birmingham, Alabama (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium	Due:	At Inception	1st Anniversary	2nd Anniversary
	PREMIUM	\$ 35,000.00	s	\$
	State Tax	\$ 1,050.00	s	s
	Stamping Fee Service Fee Policy Fee	\$ 105.00 \$	\$ \$ \$	\$ \$ \$
	TOTAL	36,155.00		

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by an authorized representative of the Company.

Countersigned by

Dated at LOS ANGELES this 21st day of JULY

ORIGINAL POLICY

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

FORM D-1 (6-71) 500

<u>MENGANAN MENGANTAK ME</u>

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- NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) The insurance afforded under any liability pe of this Policy does not apply:
  - Under any Liebility Coverage, to injury, sickness, disease, death or destruction
    - with respect to which on insured under the Policy is elso an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its (a) limit of limility; or
    - limit of assisty; or resulting from the hazardous properties of nuclear meterial and with respect to which (1) any person or organization is required to maintain finencial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency (P) thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to Immediate medical or surgical relief, to expenses incurred with respect to bodily injury, eickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been (a) discharged or dispersed therefrom;
  - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, trans-(P) ported or disposed of by or on behalf of an insured; or
  - the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- As used in this endorsement: IV.

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct me terial and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (P) any equipment or device designed or used for (1) *eparating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located (c) consists of or contains more than 25 grams of plutonium or uranium 233 or any combination theraof, or more than 250 grams of uranium 235,
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such 'nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-PHYSICAL DAMAGE-DIRECT This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused *NEVERTHELESS if Fire is an insured paril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE—If Fire is not an insured peril under this Policy the words from "NEVERTHELESS" to the end of the clause do not apply

and should be disregarded.

- 3. It is expressly understood and agreed by the Assured by accepting this instrument that Dependable Insurance Associates, Inc. is not the Assurer hereunder and neither is nor shell be in any way or to any extent liable for any loss or claim whatever, as an Assurer. The Assurer hereunder is the company shown in the declarations.
- This Policy shall not be assigned either in whole or part, without the written consent of Dependable Insurance Associates, Inc. endorsed hereon
- 5. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clauses 1 and 2) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clauses 1 and 2 may not be amended.
- This Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to an authorized representative of the Company or to the Company. This Policy may also be cancelled, with or without the return of tender of the unearned premium by the Company or by an authorized representative of the Company in their behalf or by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown here. in, not less than 10 days' written notice stating when the carcellation shall be effective and in such case the Company shall refund the paid premium less the carned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Assured.
- MISREPRESENTATION AND FRAUD. This policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Assured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.
- 8. COOPERATION BY ASSURED. The Assured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of sults.
- TERMS USED IN ENDORSEMENTS. Wherever the word "Underwriters" appears in any endorsement attached to this Policy, the Company shown in the declarations shall be deemed substituted therefor.
- SMALL AMOUNTS. It is a condition of this policy that no additional premium will be charged nor returned premium allowed when the amount involved does not exceed \$2.00.
- 11. CHANGES. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
- 12. DECLARATIONS. By account this Policy the Assured agrees that the statement will declarations and warranties made in connection with the insurance promided hereunder are his agreements and representations; that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Assured and the Company or any of its e DECLARATIONS. By acc agents relating to this insurance.

# SCHEDULE

- 1. INSURED CYPRUS MINES CORPORATION
- 2. ADDRESS 555 SOUTH FLOWER STREET, LOS ANGELES, CALIFORNIA 90071
- 3. POLICY TERM JULY 1, 1976 JULY 1, 1977
- 4. UNDERLYING INSURANCE
  A) 2,000,000 P/O 4,000,000 EXCESS 4 B- MISSION INS.
  2,000,000 P/O 4,000,000 EXCESS 4 B HOME INS.
  B) 1,000,000 CENTRAL NATIONAL
- 5. EXCESS INSURANCE
  5,000,000 EXCESS ITEM 11 ABOVE
- 6. PREMIUM 35,000.00
- 7. RATE FLAT
- 8. TERMS AND CONDITIONS

  PER INSURING FORM ATTACHED

ATTACHED TO AND FORMING PART OF POLICY NUMBER 13584

DATED AT:

DUITE VI

.DATE:

#GLA 8(99) E474

DEPENDABLE INSURANCE ASSOCIATES, INC.

### THE STONEWALL INSURANCE COMPANY

# BIRMINGHAM, ALABAMA

# POLICY OF EXCESS INSURANCE

THIS IS A POLICY OF EXCESS INSURANCE ISSUED BY THE STOREWALL INSURANCE COMPANY, HEREIN CALLED THE COMPANY, TO THE PARTY OR PARTIES NAMED IN THE SCHEDULE MADE A PART HEREOF, HEREIN CALLED THE INSURED.

- A. WHEREAS, UNDERLYING INSURORS HAVE ISSUED TO THE INSURED POLICIES OF INSURANCE DESCRIBED IN ITEM 4 OF THE SCHEDULE, UNDERLYING INSURANCE, WHICH POLICIES, INCLUDING RENEWALS OR REPLACEMENTS THEREOF, ARE HEREIN CALLED THE UNDERLYING INSURANCE.
- B. NOW, THIS POLICY IS TO INDEMNIFY THE INSURED IN ACCORDANCE WITH THE APPLICABLE INSURING AGREEMENTS, EXCLUSIONS AND CONDITIONS, INCLUDING ENDORSEMENTS, OF THE IMMEDIATELY PRECEDING LAYER OF UNDERLYING INSURANCE AGAINST LOSS IN EXCESS OF THE LIMITS OF LIABILITY OF THE UNDERLYING INSURANCE AS SPECIFIED IN ITEM 4 OF THE SCHEDULE FOR AN AMOUNT NOT TO EXCEED THE LIMITS OF LIABILITY SPECIFIED IN ITEM 5 OF THE SCHEDULE.
- C. THE INSURANCE AFFORDED BY THIS POLICY SHALL FOLLOW THAT OF THE UNDERLYING INSURANCE EXCEPT:
  - (1) ANYTHING IN THIS POLICY OR THE UNDERLYING INSURANCE TO THE CONTRARY NOTWITHSTANDING, THE COMPANY SHALL NOT BE CALLED UPON TO ASSUME CHARGE OF THE SETTLEMENT OR DEFENSE OF ANY CLAIM OR SUIT BROUGHT, OR PROCEEDING INSTITUTED AGAINST THE INSURED, BUT THE COMPANY SHALL HAVE THE RIGHT AND BE GIVEN THE OPPORTUNITY TO ASSOCIATE WITH THE INSURED IN THE DEFENSE OR CONTROL OF ANY CLAIM, SUIT OR PROCEEDING WHICH APPEARS REASONABLY LIKELY TO INVOLVE THE COMPANY, IN WHICH EVENT THE INSURED AND THE COMPANY SHALL COOPERATE IN ALL THINGS IN THE DEFENSE OF SUCH CLAIM, SUIT OR PROCEEDING, BUT NO OBLIGATION SHALL BE INCURRED ON BEHALF OF THE COMPANY WITHOUT ITS CONSENT BEING FIRST OBTAINED.

### (2) LOSS AND COSTS

- (a) LOSS AS USED HEREIN, SHALL BE UNDERSTOOD TO MEAN THE SUMS PAID IN SETTLEMENT OF LOSSES FOR WHICH THE INSURED IS LIABLE AFTER MAKING DEDUCTIONS FOR ALL RECOVERIES, SALVAGES AND OTHER INSURANCES (OTHER THAN RECOVERIES UNDER THE UNDERLYING INSURANCE, POLICIES OF CO-INSURANCE, OR POLICIES SPECIFICALLY IN EXCESS HEREOF), WHETHER RECOVERED OR NOT, AND SHALL EXCLUDE ALL "COSTS".
- (b) THE WORD "COSTS" AS USED HEREIN, SHALL BE UNDERSTOOD TO MEAN INTEREST ON JUDGEMENTS, INVESTIGATION, ADJUSTMENT AND LEGAL EXPENSES INCLUDING TAXED COURT COSTS AND PREMIUMS ON BONDS, FOR WHICH THE INSURED IS NOT COVERED BY THE UNDERLYING INSURANCE (EXCLUDING HOWEVER;
  - (i) ALL EXPENSES FOR SALARIED EMPLOYEES AND COUNSEL ON GENERAL RETAINER.

- (ii) ALL OFFICE EXPENSES OF THE INSURED, AND
- (iii) REGULAR FEES PAID TO COUNSEL ON GENERAL RETAINER).
- (c) COSTS INCURRED BY THE INSURED, WITH THE WRITTEN CONSENT OF THE COMPANY, SHALL BE APPORTIONED AS FOLLOWS:
  - (i) IN THE EVENT OF CLAIM OR SUIT ARISING WHICH APPEARS LIKE-LY TO EXCEED THE UNDERLYING INSURANCE LIMIT OR LIMITS, NO COSTS SHALL BE PAYABLE BY THE COMPANY.
  - (ii) SHOULD SUCH CLAIM OR SUIT BE SETTLED PREVIOUS TO GOING INTO COURT FOR NOT MORE THAN THE UNDERLYING INSURANCE LIMIT OR LIMITS, THEN NO COSTS SHALL BE PAYABLE BY THE COMPANY.
  - (iii) SHOULD, HOWEVER THE SUM FOR WHICH THE SAID CLAIM OR SUIT MAY BE SETTLED EXCEED THE UNDERLYING INSURANCE LIMIT OR LIMITS, THEN THE COMPANY, IF IT APPROVES SUCH SETTLEMENT OR CONSENTS TO THE PROCEEDINGS CONTINUING, SHALL CONTRIBUTE TO THE COSTS INCURRED BY THE INSURED IN THE RATIO THAT ITS PROPORTION OF THE ULTIMATE NET LOSS AS FINALLY ADJUSTED BEARS TO THE WHOLE AMOUNT OF SUCH ULTIMATE NET LOSS.
  - (iv) IN THE EVENT THE INSURED ELECTS NOT TO APPEAL A JUDGEMENT IN EXCESS OF THE UNDERLYING INSURANCE LIMIT OR LIMITS, THE COMPANY MAY ELECT TO APPEAL AT ITS OWN COST AND EXPENSE AND SHALL BE LIABLE FOR THE TAXABLE COURT COSTS AND INTEREST INCIDENTAL THERETO, BUT IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY EXCEED ITS LIMIT OR LIMITS OF LIABILITY AS STATED ABOVE, PLUS THE COSTS OF SUCH APPEAL.
  - (v) IN THE EVENT A JUDGEMENT IS RENDERED IN EXCESS OF THE UNDERLYING INSURER OR INSURERS ELECT TO APPEAL SUCH JUDGEMENT, THE DUTY OF OBTAINING AN APPEAL BOND IN REGARD TO LIABILITY IN EXCESS OF THE UNDERLYING INSURANCE LIMIT OR LIMITS SHALL REST WITH THE INSURED AT ITS UNDERLYING INSURER OR INSURERS.
- (3) WHERE AMENDED BY ENDORSEMENT ATTACHED HERETO;
- (4) TO THE EXTENT SAID UNDERLYING INSURANCE IS INCONSISTENT WITH THE STANDARD CLAUSES OF THIS POLICY;
- (5) THIS POLICY SHALL NOT APPLY TO LIABILITY FOR:
  - (a) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, SOLIDS, LIQUIDS OR GASES, WASTE MATERIALS, OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR: UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE

OR BODY OF WATER UNLESS SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL; OR THE COST OF REMOVING OR CLEANUP SUBSTANCES DESCRIBED ABOVE.

- (b) FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES.
- D. THE PREMIUM FOR THIS POLICY IS THE AMOUNT STATED IN ITEM 6 OF THE SCHEDULE AND IS PAYABLE UPON ATTACHMENT OF THIS POLICY OR AS OTHERWISE SET OUT IN ITEM 6. SAID PREMIUM MAY BE SUBJECT TO ADJUSTMENT IN THE MANNER STIPULATED IN ITEM 7 OF THE SCHEDULE.
- E. IT IS A CONDITION OF THIS POLICY THAT THE UNDERLYING INSURANCE DESCRIBED IN ITEM 4 OF THE SCHEDULE, OR RENEWALS OR REPLACEMENTS THEREOF, SHALL BE MAINT-AINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMITS CONTAINED THEREIN SOLELY BY PAYMENT OF CLAIMS IN RESPECT OF OCCURRENCES OR ACCIDENTS OCCURRING DURING THE POLICY TERM. THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS POLICY BUT IN THE EVERT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THIS CONDITION.
- F. SHOULD THE UNDERLYING INSURANCE BE CHANGED IN ANY WAY THAT WOULD AFFECT THE COMPANY'S LIABILITY THE COMPANY SHALL HAVE NO GREATER LIABILITY THAN AT THE INCEPTION OF THIS CONTRACT. UNLESS AND UNTIL THE COMPANY SHALL RATIFY SUCH CHANGE IN WRITING, SILENCE SHALL NOT IMPLY CONSENT.
- G. ANYTHING IN THIS POLICY NOTWITHSTANDING, IN THE EVENT OF REDUCTION OR EXHAUSTION OF THE AGGREGATE LIMITS CONTAINED IN UNDERLYING INSURANCE DESCRIBED IN ITEM 4 OF THE SCHEDULE, OR RENEWALS OR REPLACEMENTS THEREOF, BY REASON OF LOSS PAID THEREUNDER, THE COMPANY SHALL BE LIABLE FOR THE EXCESS OF THE REDUCED LIMITS AND IN THE EVENT OF EXHAUSTION SHALL CONTINUE AS UNDERLYING INSURANCE, PROVIDED SUCH REDUCTION OR EXHAUSTION IS SOLELY THE RESULT OF OCCURRENCES DURING THE TERM OF THIS POLICY.
- H. THIS POLICY MAY BE CANCELLED BY THE INSURED BY SURRENDER THEREOF TO THE COMPANY OR ITS AUTHORIZED AGENTS, OR BY MAILING TO THE COMPANY OR ITS AUTHORIZED AGENTS WRITTEN NOTICE STATING WHEN THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE FIRST INSURED NAMED HEREIN AT THE ADDRESS SHOWN HEREIN WRITTEN NOTICE STATING WHEN, NOT LESS THAN 30 DAYS THEREAFTER, SUCH CANCELLATION SHALL BE EFFECTIVE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT NOTICE AND THE EFFECTIVE DATE OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE TERM OF THIS POLICY. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.
- I. IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANY FOR NON-PAYMENT OF ANY UMPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE FIRST INSURED NAMED HEREIN BY MAIL, REGISTERED OR UNREGISTERED, AT THE ADDRESS SHOWN HEREIN STATING WHEN, NOT LESS THAN TEX (10) DAYS THEREAFTER, SUCH CANCELLATION SHALL BE EFFECTIVE.
- J. WHEN AN OCCURRENCE TAKES PLACE WHICH, IN THE OPINION OF THE INSURED, IN-VOLVES OR MAY INVOLVE LIABILITY ON THE PART OF THE COMPANY, PROMPT WRITTEN NOTICE SHALL BE GIVEN BY OR ON BEHALF OF THE INSURED TO THE COMPANY OR ITS AUTHORIZED

AGERTS, SUCH NOTICE STALL CONTAIN PARTICULARS SUFFICIEPT TO INDEMNIFY THE INSURED AND ALSO REASONABLY OF AINABLE INFORMATION RESPECTING . E TIME, PLACE AND CIRCUMSTANCES OF THE OCCURRENCE. FAILURE TO SO NOTIFY THE COMPANY OF ANY OCCURRENCE WHICH AT THE TIME OF ITS HAPPENING DID NOT, IN THE OPINION OF THE INSURED, APPEAR TO INVOLVE THIS POLICY BUT WHICH, AT A LATER DATE, APPEARS TO GIVE RISE TO A CLAIM HEREUNDER SHALL NOT PREJUDICE SUCH CLAIM PROVIDED NOTICE IS THEN GIVEN. FOR PURPOSES OF THIS POLICY, THE WORD "OPINION" SHALL MEAN INFORMED OPINION OR OPINION FORMED ON ADVICE OF COUNSEL.

- K. LIABILITY UNDER THIS POLICY SHALL NOT ATTACH UNLESS AND UNTIL THE INSURED, OR THE INSURED'S UNDERLYING INSURORS, SHALL HAVE PAID THE LIMITS OF THE UNDERLYING INSURANCE. THE INSURED SHALL MAKE A DEFINITE CLAIM FOR ANY LOSS FOR WHICH THE COMPANY MAY BE LIABLE UNDER THIS POLICY WITHIN TWELVE (12) MONTHS AFTER THE INSURED'S LIABILITY SHALL HAVE BEEN FIZED AND RENDERED CERTAIN EITHER BY FINAL JUDGEMENT AGAINST THE INSURED AFTER ACTUAL TRIAL OR BY WRITTEN AGREEMENT OF THE INSURED, THE CLAIMANT AND THE COMPANY. IF ANY SUBSEQUENT PAYMENTS SHALL BE MADE BY THE INSURED, ADDITIONAL CLAIMS SHALL BE MADE SIMILARLY FROM TIME TO TIME. SUCH LOSSES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS AFTER THEY ARE CLAIMED AND PROVEN IN CONFORMITY WITH THIS POLICY.
- L. IF ANY OTHER VALID AND COLLECTIBLE INSURANCE EXISTS PROTECTING THE INSURED AGAINST ULTIMATE NET LOSS COVERED BY THIS POLICY, (OTHER THAN THE POLICIES OF UNDERLYING INSURANCE SPECIFIED IN ITEM 4 OF THE SCHEDULE AND OTHER THAN ANY POLICY WITH RESPECT TO WHICH THIS POLICY IS SPECIFIED THEREIN AS UNDERLYING INSURANCE). THIS POLICY SHALL BE MULL AND VOID WITH RESPECT TO SUCH LOSS MALLER THE INSURED IS SPECIFICALLY NAMED IN SUCH OTHER POLICY OF INSURANCE OR NOT; PROVIDED, HOMEVER, IF THE AMOUNTS RECOVERABLE BY THE INSURED UNDER SUCH OTHER-INSURANCE ARE NOT SUFFICIENT TO COMPLETELY PROTECT THE INSURED AGAINST SUCH LOSS, THIS POLICY SHALL APPLY BUT ONLY AS EXCESS INSURANCE OVER SUCH OTHER VALID AND COLLECTIBLE INSURANCE IN AN AMOUNT NOT TO EXCEED THE LIMIT OF THE COMPANY'S LIABILITY STATED IN THIS POLICY. THIS INSURANCE SHALL NOT BE CONTRIBUTING INSURANCE, NOTWITHSTANDING THE WORDING OF THE "OTHER INSURANCE" CONDITION OF SUCH OTHER VALID AND COLLECTIBLE INSURANCE.
- M. IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUB-ROSATED TO ALL THE INSURED'S RIGHTS OF RECOVERY THEREFOR AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER ELSE IS NECLSSARY TO SECURE SUCH RIGHTS. THE INSURED SHALL DO NOTHING AFTER THE OCCURRENCE TO PREJUDICE SUCH RIGHTS. INASMUCH AS THIS POLICY IS EXCESS INSURANCE, THE INSURED'S RIGHT OF RECOVERY AGAINST ANY PERSON, FIRM OR CORPORATION CANNOT BE EXCLUSIVELY SUBROGATED TO THE COMPANY; THEREFORE, IN CASE OF ANY PAYMENT HEREUNDER, THE COMPANY WILL ACT IN CONCERT WITH ALL OTHER INTERESTS, INCLUDING THE INSURED, CONCERNED IN THE EXERCISE OF SUCH RIGHTS OF RECOVERY. THE APPORTIONING OF ANY AMOUNTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS, INCLUDING THE INSURED, THAT SHALL HAVE PAID AN AMOUNT OVER AND ABOVE ANY MAYMENT HEREUNDER, SHALL FIRST BE REIMBURSED UP TO THE AMOUNT PAID BY THEM; THE COMPANY IS THEN TO BE REIMBURSED OUT OF ANY BALANCE THEN REMAINING UP TO THE AMOUNT PAID HEREUNDER; LASTLY, THE INTERESTS, INCLUDING THE INSURED, OF WHICH THIS INSURANCE IS EXCESS ARE ENTITLED TO CLAIM THE RESIDUE, IF ANY. EXPENSES RECESSARY TO THE RECOVERY OF ANY SUCH AMOUNTS SHALL BE APPORTIGHED BETWELH THE INTERESTS, INCLUDING THE INSURED, CONCERNED, IN THE RATIO OF THEIR RESPECTIVE RECOVERIES AS FINALLY SETTLED.

IN CONSIDERATION OF THE ADDITIONAL PREMIUM CHARGED HEREUNDER, IT IS AGREED THAT ENDORSEMENT NO. 4 IS AMENDED AS FOLLOWS; BUT ONLY FOR THE PERIOD JANUARY 1, 1977 TO JANUARY 17, 1977:

IT IS UNDERSTOOD AND AGREED THAT COVERAGE PROVIDED HEREUNDER APPLIES ONLY TO LIABILITY OF THE INSURED OCCURRING WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS AND CANADA.

ADDITIONAL PREMIUM - \$10,000. ANNUALLY SHORT RATE FACTOR - .13

ADDITIONAL PREMIUM \$1,300.00
STATE TAX 39.00
STAMPING FEE 3.90
TOTAL \$1,342.90

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 13584

Issued To: CYPRUS MINES CORPORATION

Effective Date: JANUARY 1, 1977

Endorsement No.: 7

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY
TO CLAIMS MADE AGAINST THE INSURED FOR ANY OCCUPATIONAL DISEASE
SUSTAINED BY ANY EMPLOYEE OF THE INSURED ARISING OUT OF THEIR
EMPLOYMENT BY THE INSURED.

SIGNED AND ACCEPTED

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 13584

Issued To: CYPRUS MINES CORPORATION

Effective Date: 7-1-76

Endorsement No.: 6

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

### MALPRACTICE AND ERRORS OR OMISSIONS EXCLUSION ENDORSEMENT

It is agreed that for the reduced premium for which this Policy is written such insurance as is afforded shall not apply to any negligent act, error or omission, whenever or whereever the same was or may have been committed in their professional capacity which shall include, but not limited to the following: Architects, Engineers, Attorneys, Medical Doctors, Nurses, Hospitals.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No.

Issued to: CYPRUS MINES CORPORATION

LOS ANGELES, CALIFORNIA

Date:

7/1/76

D-8

13584

DEPENDABLE INSURANCE ASSOCIATES, INC.

By Fred Nelson ide

IT IS UNDERSTOOD AND AGREED THAT COVERAGE

PROVIDED HEREUNDER APPLIES ONLY TO LIABILITY

OF THE INSURED OCCURRING WITHIN THE UNITED

STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No.

13584

Issued To:

CYPRUS MINES CORPORATION

Effective Date:

7/1/76

Endorsement No.:

4

STONEWALL INSURANCE COMPANY

By Fred Nelson de;

GLA 12E(99)E474

# WATERCRAFT LIABILITY-EXCLUSION .

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY SHALL NOT APPLY WITH RESPECT TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE OR LOADING OR UNLOADING OF ANY WATERCRAFT.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 13584

Issued To:

CYPRUS MINES CORPORATION

Effective Date:

7/1/76

Endorsement No.:

3

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

# AIRCRAFT LIABILITY-EXCLUSION

IT IS AGREED THAT THE POLICY IS AMENDED IN PART TO READ AS STATED BELOW:

"THIS POLICY DOES NOT APPLY"

TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE LOADING OR UNLOADING OF ANY AIRCRAFT.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No.

13584

Issued To:

CYPRUS MINES CORPORATION

Effective Date:

7/1/76

**Endorsement No.:** 

**3** 2

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

By Fred Nelsonide,

IT IS UNDERSTOOD AND AGREED THAT THE NAME INSURED IS COMPLETED TO READ AS FOLLOWS:

CYPRUS MINES CORP AND/OR ANY AND ALL SUBSIDIARY, AFFILIATED,
ASSOCIATED, ALLIED OR CONTROLLED COMPANIES, CORPORATIONS, FIRMS
OR ORGANIZATIONS AS NOW HAVE OR MAY HEREAFTER EXIST OR BE
CONSTITUTED, PROVIDED THAT NO COVERAGE SHALL APPLY TO ANY
ENTITY IN WHICH THE NAMED INSURED ACQUIRES AN INTEREST
DURING THE TERM OF THE POLICY UNLESS SAID ACQUIRED INTEREST
IS REPORTED TO THE COMPANY WITHIN SIXTY (60) DAYS OF
DATE OF ACQUISTION.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No.

13584

issued To:

CYPRUS MINES CORPORATION

Effective Date:

7/1/76

**Endorsement No.:** 

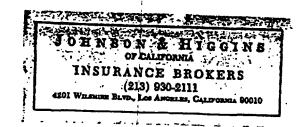
GLA 12E(99)E474

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STONEWALL INSURANCE COMPANY

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CO006139



# Dependable Insurance Associates, Inc.



# Dependable Insurance Associates, Inc.

Excess Liability And Umbrella
Primary Products Liability
Primary General Liability
Fire And Allied Lines 

Aviation 

Marine

LOS ANGELES Home Office 3435 Wilshire Blvd. Los Angeles, CA 90010 (213) 385-3431 NEW YORK DIA Brokers Inc. 127 John St. New York, NY 10038 (212) 344-3717

HOUSTON Affiliate 3336 Richmond Ave. Houston, TX 77006 (713) 521-9551

ATLANTA 2310 Parklake Dr., N.E. Súite 560 Atlanta, Georgia 30345 (404) 934-0055 CHICAGO 230 Monroe St. Chicago, IL 60606 (312) 236-9787

PORTLAND 200 Market Bldg., Suite 901 Portland, OR 97201 (503) 223-1185 SAN FRANCISCO 425 California St. San Francisco, CA 94104 (415) 989-0432

-

# DECLARATIONS

#### TRUCK INSURANCE EXCHANGE

# COMPREHENSIVE LIABILITY POLICY

1. Named Insured. CYPRUS MINES CORPORATION
(See Endorsement #1)
555 South Flower Street
Los Angeles, California

350-41-34. Policy Number

The named insured is a Corporation

business of the named insured is Mining and Manufacturing

2. Effective From October 1, 1974

Until Cancelled

3. The insurance afforded is only with respect to such and as many of the following coverages as are indicated by the word "covered". The limit of the Company's liability against each such coverage shall be stated herein, subject to all of the terms of this policy having reference thereto:

PROMITIN	COVERAGES	LIMITS OF LIABILITY
Covered	Bodily Injury & Property Damage Liability	\$100,000 Each Occurrence
See Endorsement	Products Hazard and Completed	
Number 2, Premium	Operations Hazard Included	
Adjustment Endorsement	Sodily Injury Liability	
-	Property Damage Liability	\$500,000 Aggregate Limit
Covered	Uninsured Motorists Coverage	\$ 15,000 Each Person \$ 30,000 Each Occurrence
Not Covered	Fire & Theft	ACTUAL CASH VALUE LESS \$ Ded.
Covered See End #5	Comprehensive (including Fire & Theft)	ACTUAL CASH VALUE LESS \$ Ded.
Nor Covered	Combined Additional Coverage	ACTUAL CASH VALUE
	(C.A.C.)	
Covered See End #5	Collision or Upset	ACTUAL CASH VALUE LESS \$ Ded.
liot Covered	Towing and Road Service Expen	86
Covered	Medical Payments	\$ 5,000.00 each person
	Endorsements: #1 through 17	

Fremium Charges in accord with Retrospective Premium Determination Agreement and Indorsement #2

Comprehensive and Collision Coverage on Specified Vehicles - See Endorsement #5

Countersigned

Authorized Representative



# FARMERS INSURANCE GROUP

Home Office: 4680 Wilshire Boulevard, Los Angeles, California 90051

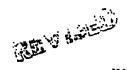
D.C. SORENSEN

Comprehensive Liability Policy OCT 22 1985

NON-ASSESSABLE

H.O. NAT'L ACCTS. CLAIMS





# RECEIVED

SEP 3 0 1985

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The Company designated by 🗹 in the Declarations —eex with the insured, named in the Declarations made discharge of the obligations in connection with the symmetry of the required premium when due, including for additional terms, and in reliance upon the state of the Declarations and subject to the Limits of Liabh — exclusions, Conditions and other terms of this policy.

#### PART I

# COVERAGES A, B and B-1

# **Liability Insurance**

- 1 (A) Bodily Injury Liability, (B and B-1) Property Damage Liability To pay all damages which the insured becomes legally obligated to pay because of
  - (A) bedily injury to any person, and
  - (8) damage to property, arising out of the ownership, maintenance or use of any automobile, and
  - (8-1) damage to property, except that arising out of the ewnership, maintenance or use of any automobile
  - caused by an occurrence to which this i. surance applies.
- 2 The Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent. The Company may make such investigation and settlement of any claim or suit as it deems expedient, but shell not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of liability has been exhausted by payment of judgments or settlements.

#### SUPPLEMENTARY PAYMENTS

- The Company agrees to pay, in addition to the applicable limits of liability:
- 3 (a) premiums on appeal bonds required in any defended suit, premiums on bonds to release etachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- 4 (b) all expenses incurred by the Company, all costs taxed against the insured in any defended sult, and that portion of the interest accruing after the entry of judgment which the limits of liability hereunder bear to the total amount of the judgment until the Company has paid, tendered, or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- 5 (c) reasonable expenses incurred by the insured for first eld to others at the time of accident, for bodily injury to which this insurance applies;
- 6 (d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### EXCLUSIONS APPLICABLE TO PART I

This policy does not apply under:

#### Coverages A. B and B-1

- 7 (1) to the use of a non-owned, hired or substitute automobile unless it is with the permission, or reasonably believed to be with the permission, of the owner;
- 8 (2) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile or mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any sturring activity or in practice or preparation for any such contest or activity;
- 9 (3) to liability assumed by the insured under any contract or agreement, except that said coverages shall apply to liability assumed by the insured under an incidental contract, provided that no contractual assumption of liability shall enlarge the scope of this policy; but this exclusion does not apply to a werranty of fitness or quality of the named insured's products or a werranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- 10 (4) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (a) liability essumed by the insured under an incidental contract, or
  - (b) expenses for first aid under Supplementary Payments (c).

#### Coverages A and B-1 only

11 (5) to badily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, setting or serving alzaholic beverages or as an owner or lessor of premises used for such purposes;

- 12 (6) to any obligation for which the insured may be held liable in an action on a contract or agreement by a person not a party thereto:
- 13 (7) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any watercraft owned or operated by or rented or loaned to any insured, or
  - (b) any other watercraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:
- 14 (8) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any eircreft owned or operated by or rented or loaned to any insured, or
  - (b) any other aircraft operated by any person in the course of his employment by any insured;
- 15 (9) to property demage arising out of and in the course of the transportation of mobile equipment by an automobile owned, operated or hired by or loaned to any Insured, nor under coverage A unless insurance with respect to the insured's legal liability arising out of the ownership, maintenance or use of such automobile is otherwise afforded by this policy:
- 16 (10) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form @ part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- 177 [11] to bodily Injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental. However, if with respect to the following described operations there is a discharge, dispersal, release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse or body of water, the insurance does not apply to bodily injury or property damage arising out of such discharge, dispersal, release or escape whether or not sudden and accidental.

#### Description of Operations

Gas Lease Operators --- natural gas

Gasoline Recovery -- from casing head or natural gas

Non-operating working Interests

Oil or Gas Well Shooting

Oil or Gas Wells --- acidizing

Oil or Gas Wells --- cementing

Oil or Gas Wells -- cleaning or swabbing -- by contractors

Oil or Gas Wells - drilling or redrilling, installation or recovery of casing

Oil or Gas Wells — Instrument logging or survey work in wells

Oil or Gas Wells - perforating of casing

Oil Lease Operators

Oil Pipe Lines — operation, including maintenance

Oil Rig or Derrick Erecting or Dismentling — wood or metal — including construction of foundations or structures or installation of equipment;

#### Cavorage A enly

- 18 (12) except with respect to liability assumed by the insured under an incidental contract, to bodily injury to any employee of the insured arraing out of and in the course of his employment by the insured or to any obligation of the insured to indemnify enother because of damages arising out of such injury. However, this exclusion does not apply to a domestic employee whose injury arises out of the ownership, maintenance or use of an automobile covered by this policy and for whose injury benefits in whole or in part are not payable or required to be provided under any workmen's compensation law;
- 19 (13) to any obligation for which the insured or any Company as his insurer may be held liable under any workmen's compensation law, unemployment compensation law, disability benefits law, or any similar law;
- 20 (14) to the liability of any insured for bodily injury to (a) any member of the same household of such insured except a servant, or (b) the named insured.

Coverage & enly

21 [15] to property damage to [a] property own. "It being transported by the insured, or (b) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage:

#### Coverage 8-1 only

- 22 (16) to loss of use of tengible property which has not been physically injured or destroyed resulting from
  - (a) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (b) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured:

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- 23 [17] to property demage to
  - (a) properly owned or occupied by or rented to the insured,
  - (b) property used by the insured, or
  - (c) properly in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (b) and (c) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (c) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured:

- 24 (18) to properly damage to premises alienated by the named insured arising out of such premises or any part thereof;
- 25 (19) to property damage to the named insured's products arising out of such products or any part of such products;
- 26 (20) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

#### PERSONS INSURED

- 27 (a) Except with respect to the ownership, maintenance or use of an automobile, each of the following is an insured under Coverages A and 8-1 to the extent set forth below:
  - (1) If the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such business;
  - [2] If the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture to designated and any partner or member thereof but only with respect to his liability as such;
  - (3) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (4) any person (other than an employee of the named insured) or organization while ecting as real estate manager for the named insured; and
  - (5) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurence evailable, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph [5] with respect to:

- (A) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (B) properly damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurence does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

- 28 (b) with a lost connership, maintenance of use of an automobile earn of the fullow is an insured under Coverages A and 8 to the extent set forth below:
  - (1) the named insured or a relative;
  - (2) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;
  - (3) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or properly damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is:
    - (A) a lessee or borrower of the automobile, or
  - (B) an employee of the named insured or of such lessee or borrower;
  - (4) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (1), (2) or (3) above. None of the following is an insured:
  - (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (ii) the owner or lesses (of whom the named insured is a sub-lesses) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lesses;
- (iii) an executive officer with respect to an automobile owned by him or by a member of his household;
- (iv) any person or organization, other than the named insured, with respect
- (A) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the Company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or
- (B) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the Company:
- (v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage erising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

# DEFINITIONS APPLICABLE TO PART I

With respect to Coverages A, \$ and 8-1:

- 29 (A) "Automobile" means, except where stated to the contrary, a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.
- 30 (B) "Automobile Business" means the business or occupation of selling, repairing, servicing, storing, washing, delivering, testing or parking automobiles, their parts or equipment.
- 31 (C) "Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.
- 32 (D) "Completed Operations Mazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warrenty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or ebandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
  - [1] when all operations to be performed by or on behalf of the named insured under the contract have been completed,
  - (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
  - (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hexard does not include bodily injury or property damage arising out of

- (e) operations in connection with the transposition of property, unless the bodily injury or property damage arises and a condition in or on a vehicle created by the loading or unloading sourced,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations".
- 33 (E) "Damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage.
- 34 (F) "Elevater" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stainway, nunway, power equipment and mechinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in elteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and heving a compartment height not exceeding four feet.
- 35 (G) "Incidental Centract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality. (4) sidetrack agreement, or (5) elevator maintenance agreement.

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- 36 (H) "Insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
  - 37 (J) "Mebile Equipment" means a land vehicle (including any machinery or epperatus estached thereto), whether or not self-propelled, (I) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; eir-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.
- 38 (K) "Named Insured" means the person or organization named in Item 1 of the Declarations of this policy and with respect to the ownership, maintenance or use of automobiles only, includes his spouse if a resident of the same household.
- 39 (b) "Named Insured's Preducts" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, indiuding any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.
- 10 (M) "Occurrence" meens an event, or series of events, including injurious exposure to conditions, proximately caused by an act or omission of the insured regardless of the number of persons, vehicles or objects, affected by such act or omission which results, during the policy period, in bodily injury or properly damage, neither expected nor intended from the standpoint of the insured.
- 21 (N) "Preducts Mazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others.
- (2) (0) "Property Damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.
- (2) "Use" of an automobile includes the loading and unloading thereof.
  With respect to Coverages A and B enty:
- 14 (Q) "Owned Automobils" means an automobile owned by the named insured,
- 5 (R) "Mired Automobile" means an automobile used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by or registered in the name of [1] the named insured or [2] an executive officer thereof or [3] an employee or agent of the named insured who is granted an operating allowance or compensation of any sort for the use of such automobile.
- (5) "Non-Owned Automobile" means any other automobile not owned by, or furnished for the regular use of, the named insured or a member of his household except a servent.

- 47 (1) "Relative" mean patient of the named insured who is a resident of the same household another such relative nor his spouse owns an automobile.
- 48 (U) "Semi-Trailer". The word "trailer" includes semi-trailer but does not include mobile equipment.
- 49 (V) "Servant" means a private chauffaur or domestic servant of the named insured.
- 50 (W) "Two or More Automobiles" means when two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under this insurence.

# SPECIAL PROVISIONS APPLICABLE TO PART I

#### LIMITS OF LIABILITY

- 51 Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or properly damage, (3) claims made or suits brought on account of bodily injury or properly damage, or (4) automobiles to which this policy applies, the Company's liability is limited as follows:
  - The limit of bodily injury liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the Company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence".

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence".

- 52 The limits of bodily injury liability and property damage liability stated in the Declarations as "aggregate limits" are respectively the total limits of the Company's liability for all damages arising out of the products hazard and completed operations hazard during the twelve month period beginning with the effective date of such coverage provided the bodily injury or property damage occurs while the policy is in force. Such aggregate limits shall apply during each succeeding twelve month period following renewal of the policy by payment of the required premium when due.
  - For the purpose of determining the limit of the Company's liability, all bodily injury and properly damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered at arising out of one occurrence.

# FINANCIAL RESPONSIBILITY LAWS

53 When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

#### PART II

# COVERAGES C, D, E and F

# Loss to the insured Automobile

- (CI Fire. (D) Theft, (E) Comprehensive, (E-1) Combined Additional Coverage (C.A.C.), (F) Collision, and (F-1) Towing and Road Service To pay for loss to the described automobile caused by:
- 54 (C) (1) fire or lightning, (2) smoke or smudge due to a sudden, unusual, and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, (3) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported;
- 55 (D) theft, farceny, rebbery, or pilferage, or any attempt thereat:
- 56 (E) any accidental means except collision of the automobile with another object, or upset of the automobile. Breakage of glass and loss caused by missiles, falling objects, fire, theft, explosion, earthquake, windstorm, halt, water, flood, vandalism, malicious mischief, riot, civil commotion or colliding with a bird or animal shall not be deemed loss caused by collision or upset under this coverage.
- 57 (E-1) (C.A.C.) windstorm, hall, sarthquake, explosion, rior or civil commution, the forced landing or falling of any aircraft or of its parts or equipment, flood or rising waters, malicious mischief or vandalism, external discharge

- or leakage of water except loss resulting fre n, snow or sleer whether of not wind-driven.
  - Minimum Premium: If the insured cancels this coverage (E-1), the earned premium shall be not less than 25 % of the edvance premium for the coverage;
- 58 (F) callisten of the automobile with another object, or with a vehicle to which it is attached, or upset of the automobile;
- 59 Coverage F-1 Towing & Read Service Insurance To pay for towing and labor costs incurred as the result of the disablement of the automobile, but only for such labor as is performed at the place of disablement;
  - provided that, with respect to each separate loss
- 60 (1) under the Fire Coverage (C), Thefr Coverage (D), Comprehensive Coverage (F) and under the Collision Coverage (F), such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the Declarations as applicable thereto;
- 61 (2) under the Combined Additional Coverage (E-1), \$25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

# - SUPPLEMENTARY PAYMENTS

- 62 (a) If a theft of the entire described automobile is covered under this policy, the Company will reimburse the named insured for transportation expense, not exceeding \$10 for any one day for private passenger automobiles, station wagons, and commercial type vehicles up to one ton load capacity, and not exceeding \$25 for any one day nor a total of \$750 for commercial type vehicles in excess of one ton load capacity. Reimbursement shall be limited to such expense incurred during the period starting 48 hours after the theft has been reported to the Company and the police and ending when the Company offers settlement for the theft.
- 63 (b) As respects private passenger type automobiles, the Company will pay, not to exceed \$200 for each loss, for loss of wearing apparel and luggage of the named insured or a relative, providing the loss is caused.
  - (1) by a collision with respect to which this policy affords automobile collision insurance; or
  - (2) by fire, lightning, flood, or by theft of the entire automobile, and the loss is coincident with other loss with respect to which this policy affords eutomobile comprehensive insurance.
- 64 (c) The Company, with respect to such transportation or comprehensive insurence as is afforded by this policy, shall pay any general average and salvage charges for which the named insured becomes legally liable.

# EXCLUSIONS APPLICABLE TO PART II

65 Exclusions (1) and (2) under Part 1 apply also to Part II. In addition, this policy does not apply under

#### Coverages C. D. E. S-1 and F.

- 66 (1) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to the foregoing, or to confiscation by duly constituted governmental or civil authority;
- 67 (2) to loss to the automobile which is due and confined to wear and teat, freezing, mechanical or electrical breakdown or failure, unless such loss results from other loss covered by this policy;
- 68 (3) to loss to tires only, except by fire, theft, vandalism or malicious mischief;
- 69 (4) to loss to
  - (a) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile;
  - (b) eny tepe, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
- 70 (5) with respect to a substitute automobile or a non-owned automobile, (a) to any loss erising out of the operation of an automobile business by the named insured or out of his employment in such business, or (b) to any loss sustained while the automobile is not in the fawful custody of the named insured.

# Coverages D and & only.

71 to loss due to conversion, embezzlement or secretion by any person in lawful possession of the automobile under a bailment lease, conditional sale, morrgage or other encumbrance.

#### Coverage F only,

72 to breakage of glass if insurance with respect to such breakage is otherwise afforded.

# ZFINIT S APPLICABLE TO PART II

The definitions of "Automobile Business", "Relative" and "Servant" under Part I of the policy apply to Part II. In addition, the following definitions apply to Part II:

- 73 (Al "Camper" means a structure designed to be mounted upon a motor vehicle and to provide facilities for human habitation or camping purposes;
- 74 (8) "Described Automobile" means the vehicle described in the Declarations and includes a newly acquired automobile, non-owned automobile and/or substitute automobile, each as hereinafter defined.
- 75 The word "automobile" also includes equipment permanently attached thereto and other equipment cerried therein pertinent to its maintenance, repair of operation as a motor vehicle, but shall not include pads, dollies, burley, skids, terpeulins, conveyors, wardrobes, hand trucks and other similar equipment, it does not include a camper as defined herein unless such camper is described in this policy and the required premium paid.
  - Trailers and campers shall not be deemed to be equipment.
- 76 (C) "Less" wherever used with respect to this insurence means each direct and accidental loss of or damage to the automobile.
- 77 (0) "Newly Acquired Autemobile" means an automobile, ownership of which is acquired by the named insured, (a) if it replaces the described automobile and the named insured notifies the Company within thirty days following the date of its delivery to him or within the policy term then current, whichever is the longer period of time, or (b) if it is an additional automobile and the Corepany insures all automobiles owned by the named insured at such delivery date and the named insured notifies the Company within thirty days following the date of its delivery to him; but the insurance with respect to the newly acquired automobile does not apply to any loss against which the named insured has other collectible insurance. The named insured shall pay any additional premium required.
- 78 (E) "Non-ewned Automobile" means any automobile except (a) the described automobile, (b) a substitute automobile, or (c) an automobile owned by or furnished for regular use to the named insured or a member of his household except a servant.
- 79 (F) "Substitute Automobile" means an automobile not owned by the named insured, while temporarily used as a substitute for the described automobile while the described automobile is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
- 80 (G) "Two or More Automobiles" means when two or more automobiles are insured hereunder, the terms of this policy shell apply separately to each and a motor vehicle and a trailer or trailers attached thereto shell be held to be separate automobiles as respects limits of liability, including any deductible provisions, under this insurance.

# SPECIAL PROVISIONS APPLICABLE TO PART II

# LIMITS OF LIABILITY

31 The limit of the Company's liability for loss shall not exceed the actual cash value, at time of loss, nor what it would then cost to repair or replace the automobile or part with other of like kind and quality, less depreciation.

The Company may pay for the loss in money or may repair or replace the automobile or any of its parts, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the automobile at the agreed or appraised value, but there shall be no abandonment to the Company.

# NAMED INSURED'S DUTIES WHEN LOSS OCCURS

- 82 When loss occurs, the named insured shall:
  - (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the Company's request;
  - (b) file proof of loss with the Company within sixty days after the occurrence of loss, unless such time is extended in writing by the Company, in the form of a sworn statement of the named insured setting forth the interest of the named insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, the amount of rental or other expense for which reimbursement is provided under this policy, together with original receipts therefor, and the description and amounts of all other insurance covering such property.
  - Upon the Company's request, the named insured shall exhibit the damaged property to the Company and submit to exeminations under cath by anyone designated by the Company, subscribe the same and produce for the Company's examination all pertinent records and sale invoices, or certified copies thereof to be made, all at such reasonable times and places as the Company shall designate.

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APPRAISAL

B3 If the named insured and the Company fail. -- agree as to the amount of loss, each shall, on the written demand of either, made within sixty dis-after receipt of proof of loss by the Company, select a competent and dis-interested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the named insured or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appy is pending. The appraisers shall then appraise the toss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the emount of loss. The named insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The Company shall not be held to have waived any of its rights by any act relating to appraisal.

#### NO BENEFIT TO BAILEE

84 This Insurance shall not inure directly or indirectly to the benefit of any carrier or bailes liable for loss to the automobile.

#### PART III

#### Medical Expense Insurance COVERAGES (G) Guest Medical Expense G and H (H) Family Medical Expense

- 85 (G) Guest Medical Payments, and (H) Family Medical Payments reasonable expenses ectually incurred within one year from the date of the accident for necessary medical, surgical, dental, X-ray, ambulance, hospital, professional nursing and funeral services, pharmaceuticals, orthopedic and prosthetic devices, eyeglesses and hearing aids to or for:
- 86 (G) any person other than the named insured or a relative who sustains bodily injury, caused by accident, while occupying
  - [1] an owned automobile, provided the actual use thereof is by the named insured or with his permission, or
  - (2) a non-owned automobile, if the bodily injury results from its operation or occupancy by the named insured or a relative or its operatio the named insured by a servant, provided the actual use of such automobile is with the permission of the owner;
- 87 (H) the named insured or a relative who sustains bodily injury, caused by
  - (1) while occupying an owned automobile or a non-owned automobile, provided the actual use of such automobile is with the permission of the
  - (2) through being struck by a motor vehicle while not occupying any

# EXCLUSIONS APPLICABLE TO PART LIL

Exclusions 1, 2, 3 and 12 of Part I apply to Coverage G. Exclusions 1 and 2 of Part 1 apply to Coverage H. In addition this insurance does not apply under Part III.

- 88 (1) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident thereto.
- 89 (2) under Coverage G, to bodily injury to any employee of an automobile business if the accident erises out of the operation thereof and if benefits therefor ere in whole or in part either payable or required to be provided under any workmen's compensation law.

#### DEFINITIONS APPLICABLE TO PART III

The definitions applicable to Part I, except the definitions of "Non-owned Automobile" and "Two or More Automobiles", apply to Part III. The following definitions elso apply:

- 90 (A) "Accident" means an undesigned, sudden and unexpected event.
- 91 (B) "Mater Vehicle" means a land motor vehicle designed for use principally upon public roads and includes a trailer of any type.
- 92 (C) "Nen-Owned Automobile" means an automobile of the private passenpickup or sedan delivery type, or of the commercial truck type if used ger, pickup or seden delivery type, or or the commentary use of the for farm purposes; not owned by, oc furnished for the regular use of the named insured or a member of his household except a servant.
- 93 (D) "Occupying" means in or upon or entering into or alighting from,
- 94 (E) "Trailer" means a trailer or semi-trailer not described in the policy, if such trailer is designed for use with a private passenger automobile; pro vided that with respect to a home, office, store, display, or passenger trailer

jdy at all and Coverage H shall apply only while Coverage G shall such trailer is acid

95 (F) "Two or more Automobiles" means when two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Coverages G and H,

# SPECIAL PROVISIONS APPLICABLE TO PART III

#### LIMITS OF LIABILITY

96. The limit of liability for medical payments stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury in any one accident.

# MEDICAL REPORT: PROOF AND PAYMENT OF CLAIM

97 As soon as practicable the injured person or someone on his behalf shell give to the Company written proof of claim, under eath if required, and shell, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shell not constitute admission of liability of the insured or, except hereunder, of the Company.

#### PART IV

# COVERAGE

# **Uninsured Motorists Coverage**

- 98. To pay all sums which the insured or his legal representative shall be legally entified to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle; provided that, for the purposes of this coverage,
  - (1) bodily injury liability coverage of the policy must be in effect at the time of such accident with respect to the insured motor vehicle;
  - (2) determination as to whether the insured is legally entitled to recover such damages, and if so entitled, the amount thereof, shall be made by agreement between the insured and the Company or, in the event of disagreement, by arbitration;
  - (3) no cause of action shall accrue to the insured unless within one year from the date of eccident
  - (a) suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
  - (b) agreement as to the amount due under this Pert IV has been concluded, or
  - (c) the insured has formally instituted arbitration proceedings.

In the event arbitration is not enforceable in any state, province or territory where this insurance is applicable, and the insured and the Company do not agree as to whather the insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle, and if so entitled the amount thereof, determination of such matters shall be made by (1) arbitration as provided in the Special Provisions, if such arbitration is agreed to by the Company and the insured, or by [2] judicial determination in an action between the insured and the Company brought by either within one year from the date of eccident.

# EXCLUSIONS APPLICABLE TO PART IV

This policy does not apply under Part IV:

- 99 [1] to damages with respect to which any insured, his legal representative or any person entitled to payment under this coverage shall, without the written consent of the Company, make any settlement with or protecute to digment any action against any person or organization who may be legally
- 100 (2) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualify. ing as a self-insurer under any workmen's compensation or disability benefits law or any similar law:
- 101 (3) to bodily injury to an insured while occupying an automobile (other than the described automobile) owned by a named insured or any relative resident in the same household, or through being struck by such vehicles;
- 102 (4) while the automobile is being operated in any prearranged or organized racing or speed contest or in practice or preparation for any such contest,

# DEFINITIONS APPLICABLE TO ART IV

- The definitions of "Bodily Injury", "Relative" I've or More Automo bites" under Part I of the policy apply to Part IV. In addition, the following definitions apply to Part IV:
- 03 (A) "Automobile" means a land more vehicle or trailer other than (1) a farm type tractor or other equipment designed for use crincipally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle while located for use as a residence or premises.
- 04 (B) "Damages" include damages for care and loss of services.
- DS (C) "Described Autemabile" means (1) the automobile described in the Declarations or schedule attached to the policy, for which Uninsured Motorists Insurance is Indicated as covered and (2) any automobile while temporarily used as a substitute for the automobile described in subdivision (1) of this definition when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, provided that such substitute automobile is not owned by, nor furnished for the regular use of, the named insured or a relative.
- 36 (D) "His-and-Run Moter Vehicle" means import vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with an automobile which the insured is occupying at the time of the accident, provided.
  - (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run motor vehicle";
  - (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
  - (3) at the Company's request, the insured or his legal representative makes available for inspection the automobile which he was occupying at the time of the accident.
- 7 (E) "Insured" means (1) the named insured or a relative, (2) any other person while occupying an insured motor vehicle, and (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (1) or (2) above.
- 8 (F) "Insured Moter Vehicle" means (1) the described automobile, provided the actual use thereof is by the named insured or a relative or by any other person with the permission of the named insured, or (2) a non-owned automobile while being operated by the named insured with the permission of the owner. An "Insured Motor Vehicle" does not include an automobile while being used as a public or livery conveyance.
- 9 (G) "Named Insured": If the Insured named in item 1 of the Declarations is an individual, the term "named insured" includes his spouse if a resident of the same household.
- 2 (M) "Non-Owned Automobile" means an automobile not owned by or requietly or frequently used by the nemed insured or a relative.
- 1 (3) "Occupying" means in or upon or entering into or alighting from.
- 2 (K) "Uninsured Meter Vehicle" means (1) a tand motor vehicle or trailer with respect to the ownership, maintenance or use of which there is, in at least the emounts specified by the financial responsibility law of the state in which the insured motor vehicle is principally garaged, no bodily injury liability insurance or bond applicable at the time of the accident, or there is such applicable insurance or bond but the company writing the same (i) denies coverage thetaunder or (ii) is or becomes insolvent within one year of such eccident, or (2) a hit-and-run motor vehicle, as defined.
- The term "uninsured meter vehicle" shall not include:
  - (1) an "insured motor vehicle", or
  - (2) a motor vehicle owned by the named insured or any resident of the same household or self-insured within the meaning of the safety responsibility law of the state or province in which it is registered, or which is owned by the United States or Canada, or any state or province or any agency or political subdivision of any of them, or
  - (3) a land motor vehicle or trailer operated on rails or crawler treads, or
- (4) a land motor vehicle or trailer while located for use as a residence or premises and not as a vehicle, or
- (5) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

# SPECIAL PROVISIONS APPLICABLE TO PART IV

(a) The limits of the Company's liability, un'ess otherwise stated in the Declarations, shall be the limits of bodily injury liability required by any motor vehicle financial responsibility law of the state, province or territory in which the named insured resides. In the event there is no such applicable motor vehicle financial responsibility law, the limit of the Company t liability.

is a suit of any one a suit of any one assured as one insured, shall be \$10,000 on account of bodily injury sustained by two or more insureds as the result of any one accident.

Insurance applies separately to each insured, but the inclusion of more than one insured shall not increase the limits of the Company's liability.

- [1]4 (b) Any amount payable under the terms of Part IV because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by
  - (1) all sums paid on account of such bodily injury by prion behalf of (i) the owner or operator of the uninsured motor vehicle and (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums-paid under Coverage A of the policy, and
  - (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
- 115 (c) Any payment made under Pert IV to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under Coverage A of the policy.
- 116 (d) The Company shall not be obligated to pay under this coverage that part of the damages which the Insured may be entitled to recover from the owner or operator of an uninsured motor vehicle which represents expenses for medical services paid or payable under Coverages G or H of the policy.

# NOTICE OF LEGAL ACTION

117 If, before the Company makes payment of loss hereunder, the insured or his representative shall institute any legal action for bodily injury against any other person or organization legally responsible for the use of a motor vehicle involved in the actident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the insured or his legal representative.

# PROOF OF CLAIM; MEDICAL REPORTS

118 As soon as practicable, the insured or other person making claim shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the Company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The Injured person shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require and he, or in the event of his incapacity his legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports and records.

#### ARBITRATION

119 If any insured making claim hereunder and the Company do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount payable hereunder, then either party, on written demand of the other, shall institute arbitration proceedings by serving upon the other a formal demand for arbitration.

Within thirty days thereafter the parties shall, by agreement, select a single neutral arbitrator. If unable to agree, a neutral arbitrator shall be selected by a judge of a court of record in the county and state in which such arbitration is pending. The arbitrator shall hear and determine the following issues:

- (1) The existence of the uninsured materist,
- (2) The liability of the uninsured materist to the insured,
- (3) The amount of the award within the terms and limits of the policy or policies applicable to the proceedings.

The decision in writing of the arbitrator shall be binding upon the insured and the insurer, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The insured and the insurer shall beer equally the expense of the arbitration, provided that attorney fees and fees paid to medical and other witnesses are not deemed to be expenses of arbitration but are to be borne by the party incutring them.

Unless the parties otherwise agree, the arbitration shall be conducted in the county and state in which the insured resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

Formal demand for erbitration shall be a demand filed in a court of competent jurisdiction in the county and state of the residence of the pany making such demand and service on the other party, or by certified letter to the pany against whom arbitration is demanded, with return receipt as evidence

1

#### TRUST AGREEMENT

- *120" If subrogation under Part IV is not permit der the law of any state or province where applicable, the following trust agreement shall apply in Ireu of subrogation: In the event of payment to any person under Part IV:
  - (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made, including the proceeds of any settlement with or judgment against a person or organization who is an insured under Part I of this policy:
  - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance:
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) if requested in writing by the Company, such person shell take, through any representative designated by the Company, such action as may be necessary or eppropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the Company shall be reinfluenced out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
  - (a) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

# PAYMENT OF LOSS BY THE COMPANY

121 Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his perent or guardian, or (c) if the insured be deceased to his surviving spause, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the Company may at its option pay any amount due hereunder in accordance with division (d) hereof.

#### POLICY PERIOD: TERRITORY

122 This insurence applies only to accidents which happen during the policy period and while the automobile is within the United States of America, its territories or possessions, or Canada.

#### CONDITIONS

# 1. PREMIUM AND DEFINITION OF PREMIUM BASES

- 123 Premium bases and rates for hexards stated in the application for this policy are those applicable in accordance with the manuals in use by the Company. The premium stated in the Declarations is an estimated premium only. At the end of each policy period, the earned premium shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance and upon notice thereof to the named insured shall become due and payable. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.
  - When used as a premium basis:
- 124 (1) the words "payroll" or "remuneration" mean (a) the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of automobiles and aircraft pilots and copilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;
- 125 [2] the word "receipts" means the gross amount of money charged by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- 126 (3) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due:
- 127 (4) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than laxes which the named insured and such others collect as a separate item and remit directly to a governmental division;
- 128 (5) the words "cost of hire" mean the amount incurred for hired automabiles, including the entire remuneration of each employee of the named in-

- 129 (6) the words "Class I persons" meen the following persons, provided their usual duties in the business of the named insured include the use of non-owned euromobiless (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
- 130 (7) the words "Class 2 employees" mean all employees; including officers, of the named insured, not included in Class 1 persons.
  - The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the Declarations, and shall send copies of such records to the Company at the end of each policy period and at such times during the policy period as the Company may direct.

# II. INSPECTION AND AUDIT

131 The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections not the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may exemine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

#### III. NOTICE

112 in the event of an accident, occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable and, in case of theft, the insured shall promptly notify the police.

If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

#### IV. CHANGES

133 Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

# V. REIMBURSEMENT AGREEMENT

134 If any endorsement pertaining to insurance afforded by this policy, prescribed and required under the provisions of any state or Federal Motor Carrier Regulatory authority, or any loss payable clause or endorsement, which may be attached to this policy, at the request of the insured, makes the Company liable to pay any loss, damage or expense which it would not otherwise be obligated to pay except for the attachment of such endorsement, the insured agrees to reimburse the Company for any such loss, damage or expense so paid.

#### VI. ASSIGNMENT

135 Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the named insured shall die such insurance as is afforded by this policy shall cover [1] as named insureds, the named insured's spouse if a resident of the same household at the time of such death, and the named insured's legal representative but only while acting within the scope of his duties as such; and [2] as an insured, the person having proper temporary custody of the property of such named insured but only until the appointment and qualification of the legal representative.

# VII. DECLARATIONS; POLICY TERMS CONFORM TO STATUTE

136 By acceptance of this policy the named insurad agrees that the statements in the Declarations are his agreements and representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued, are hereby amended to conform to successful.

ALL ACTION AGAINST THE COMPA

- 37 No ection shall lie egainst the Company under 'y coverage unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor (a) as respects Coverages A, B and B-1 until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company, and (b) as respects Coverages C, D, E, E-1 and F, until thirty days efter proof of loss is filled and the amount of loss is determined as provided in this policy.
- 38 Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurence efforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative.
- 39 No action shall lie against the Company under Coverage 3 except as provided under Part IV of this policy.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunds.

# C. ASSISTANCE AND COOPERATION F THE INSURED

#### Coverages A. B. B-1, C. D. E. E-1 and F

50 The insured shall cooperate with the Company and upon the Company's request, essist in making settlements, in the conduct of suits and in enfarcing eny right of contribution or Indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and triels and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

#### Coverage J

1 After notice of claim the Company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization elleged to be legally responsible for the bodily injury; and in any action against the Company, the Company may require the insured to join such person or organization as a party defendant.

#### .. SUBROGATION

2 In the event of any payment under this policy, the Company shall be sub-rogated to all the insured's rights of recovery therefor against any person or arganization and the insured shall execute and deliver instruments and papers and do whatever alse is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

#### SOTHER INSURANCE

#### Coverages A. S and S-I

3 The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits, If any such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

ired and Non-Owned Automobiles. With respect to a hired automobile of sn-owned automobile, coverages A, B and B-1 shell be excess insurance over any other valid and collectible insurence available to the insured.

#### Coverages C, D, E, E-1 and F

144 The Company shall not be liable for a greater proportion of any loss than the applicable limit of liability stated in the Declarations bears to the total applicable limit of all collectible insurance against such loss provided, however, this policy shall not apply under said coverages, with respect to a substitute automobile or non-owned automobile, to any loss against which the owner of such automobile is covered by other insurance.

#### Coverages & and M

145 With respect to a non-owned automobile, coverages G and H shall be excess over any other collectible medical payments insurance applicable to such automobile.

#### Coverage J

146 With respect to bodily injury to an insured while occupying an automobile not owned by the named insured, the insurance under the Uninsured Motorists Coverage shall apply only as excess Insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other instrence.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the Company shall not be liable for a greater proportion of any loss to which this Uninsured Motorists Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other inpurance.

#### XII. CANCELLATION

- 147 This policy may be canceled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancellation shall be effective.
- 148 This policy may be canceled, or the whole or any portion of any coverage afforded thereby may be canceled or reduced, or the renewal date may be changed, by the Company by mailing to the named insured at the address shown in this policy written notice stating when not less than 10 days thereafter such cancellation, reduction, or change of renewal date, shall be effective. In the event of the carcellation of a portion of the coverage, and notice shall also describe the portion canceled or reduced. The mailing of notice as aforesaid shall be sufficient proof of notice and if the entire policy is canceled the effective date and hour of cancellation stated in the notice shall become the end of the policy period. In the event of the concellation of a portion of the coverage, or reduction of the whole or any portion of the coverage, the effective date and hour stated in the notice shall be the effective date and hour stated in the notice shall be the effective date and hour stated in the notice shall be the effective date of the changed coverage, and said notice shall constitute an endorsement issued to form a part of said policy. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cencels, earned premiums shall be computed in accordance with the customery short rate table and procedure. If the Company cancels, or reduces coverage, earned premiums shall be computed pro rate. Premium adjustment may be made at the time cancellation or reduction is effected and, if not then made, shall be made at soon as practicable after cancellation or reduction becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the named insured.

# XIII. RECIPROCAL PROVISIONS

Applicable only If this policy is issued by the Truck insurance Exchange or Farmers insurance Exchange,

As used in these provisions the term "Underwriters Association" means the Truck Underwriters Association or Farmers Underwriters Association respectively, attorney-in-fact for the Insurance Exchange Issuing the policy,

This policy is made and accepted in consideration of the payment of the Premium Deposit herein provided, the declarations made in the application for the Policy, and the execution of a power of atterney to the Underwriters Association, herein called the "Association", authorizing it to execute interinsurance policies between the holder of this policy, herein called the "named insurance", and other subscribers to the Insurance Exchange issuing the policy. No term or condition of the policy is intended create, creates, or shall be confined to create a partnership or mutual ance association, or to give rise to or create any joint liability.

To enforce any claims arising under this policy the Exchange shall be seed or see in its own name as in the case of an individual, Service of process in any such suit against the Exchange shall be upon the Underwriters Association, Any, in fact.

- 149 Membership Fees paid for membership in the Exchange are not part of the premium and are fully earned upon membership being granted and coverage effected and are not returnable but may be applied as a credit to Membership Fees required of the insured named in the Declarations for insurance accepted by the Exchange.
- 150 The entire policy shall automatically and immediately become canceled and void upon the expiration date of any current term, if the named insured defaults in making payment of amounts required to maintain the premium deposit.
- 151 The annual meeting of the members of the Exchange shall be held at the Home Office of the Exchange at Los Angeles, California, on the first Tuesday following the first Monday following the 15th day of March of each year, at the hour of 2 P.M., (if this policy is issued By the Farmers Insurance Exchange such meeting shall be held at the same place on the first Monday following the 15th day of March, at the hour of 2 P.M.), unless the Board of Governors shall elect to change the time and place of such meeting, in which case, but not otherwise, written or printed notice shall be mailed each member at his last known address at least ten days prior thereto. The Board of Governors shall be chosen by the subscribers from among themselves, at the annual meeting, or any special meeting held for that purpose and shall have full power and authority to establish rules and regulations for the management of the Exchange not Inconsistent with subscribers' agreements.

The Premium Depasit for this policy and all payments made for its continuence shall be payable to the Exchange at the Home Office of the Exchange. The funds so paid shall be placed to the credit of the named insured upon the records of the Exchange and applied to the payment of insured's proportion of losses and expenses and to the establishment of reserves and general surplus. All such funds may be deposited and withdrawn or invested and reinvested as the Board of Governors or its Executive Committee designates. The insured agrees that any amount allocated to the surplus fund of the Exchange by the Board of Governors may be retained by the Exchange and applied, after providing for the payment of all liabilities of the Exchange, to any purpose deemed proper and advantageous to policyholders.

152 This policy is non-essessable.

#### XIV. SPECIAL PROVISIONS

Not applicable if this policy is issued by the Truck Insurance Exchange or Farmers insurance Exchange.

- 153 The entire policy shall auromatically and immediately lapse and become void upon the expiration date of any current term if the named insured defaults in making payment of the premium.
- 154 Policy Fees paid are not part of the premium and are fully earned upon issuance of the policy and are not returnable but may be applied as a credit to policy fees required of the insured named in the Declarations for insurance accepted by the Company.

# XV. POLICY PERIOD, TERRITORY, LIMITED MEXICO COVERAGE

- 155 Except with respect to the ownership, maintenance or use of an automobile, and as otherwise provided herein, the insurance afforded by this policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.
- 156 With respect to the ownership, maintenance or use of an automobile, the insurance efforded by this policy applies only to bodily injury or property damage which occurs, or to losses to the automobile which happen, during the policy period within the territory described in paragraph (1) or (2) of the definition of policy territory. Except with respect to Coverage J, the insurance also applies while the automobile is being used for trips into that part of the Republic of Mexico lying not more than 75 miles from the boundary line of the United States of America.
- 157 "Policy Territory" means:
  - [1] the United States of America, its territories or passessions, or Canada, or [2] international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
  - (3) anywhere in the world with respect to damages because of bodily injury or properly damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory.

# NUCLE YERGY LIABILITY EXCLUSION (BROAD FORM)

It is agreed that the policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriten as Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazerdous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured (s, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

11. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical reliaf, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or de struction resulting from the hezerdous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction erises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Conada, this exclusion (c) epplies only to injury to or destruction of property at such muclear facility.

IV. As used in this exclusions

"hezardeus prepenties" include radioactive, toxic or explosive propenties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "bygroduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any lew amendatory thereof;

"spent fuelt" means any fuel element or fuel component, solid or liquid, which has been used or exposed to redistion in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nudeer facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

- (b) any equipment or device designed or used for (1) separating the isotopes of urenium or plutonium, (2) processing or utilizing spens fuel, or (3) handling, processing or peckaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or use nium 233 or any combination thereof, or more than 250 grams of utanium 235,

(d) any structure, basin, excevation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reacter" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of redisactive contamination of property.





	Endorsement	#37
•	350-41-34	

Policy Number of Company designated to the Declarations

See Below

# CYPRUS MINES CORPORATION, ET AL

# ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated, on the effective dates shown.

# Corporate

<u>Year</u> 1976	Type .	Motor No.	Effective Date
	Ford Gran Torino, 2dr		7/12/76
1976	Jensen G.T.	SYBB19-606232	7/29/76

Comprehensive: Actual Cash Value Less -O- Deductible Collision: Actual Cash Value Less \$100 Deductible

Effective (not prior to time applied for) on the effective date above this endorment, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, insuring Agreements, Exclusions and Conditions thereof.

Covalersigned AUTHORIZED REPRESENTATIVE

84-0088 (ACT-ET-E)





June 25, 1976



Endorsement #36 350-41-34

Policy Number of Company designs in the Declaration

# CYPRUS MINES CORPORATION, ET AL

### ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicle, with deductible amounts as indicated.

# Corporate

Year 1976

Ford Gran Torino, 4dr

Motor No.

6H31H127602

Comprehensive: Actual Cash Value Less -0- Deductible Actual Cash Value Less \$100 Deductible Collision: "

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becames part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

AUTHORISED REPRESENTATIVE



(ACT-E7-8)

Forting Data June 1, 1976

Endorsement #35 350-41-34

Policy Humber of Company designated in the Destauriess

Cyprus Mines Corporation, et al

# PREMIUM ADJUSTMENT ENDORSEMENT

A. As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of November 1976, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period October 1, 1975 to October 1, 1976 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicted including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

- B. Such earned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective October 1, 1974.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.23 per \$100.00 of the total remuneration so reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum of \$87,000. each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning October 1, 1975, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations. Insuring Agreements, Exclusions and Conditions thereof.

Countersigned ______AUTHORIZED REPRESENTATIVE

84 0003 -ACT-67-8

ET-223

Cyprus Mines Corporation, et al

500,000

500,000

Limit of Liability

Aggregate Limit of Liability (Products Hazard and Completed Operations Hazard)

Endorsement #34 350-41-34

POLICY NO.
of Company designated
in the Declarations

# LIMIT OF LIABILITY ENDORSEMENT

Subject to all of the policy provisions having reference thereto, the limit of the Company's liability as respects any one occurrence involving one or any combination of the hazards or perils insured against shall not exceed the limit shown above;

When coverage for Products Hazard and Completed Operations Hazard is included in the policy, the applicable Aggregate limit of liability is also shown above.

Effective on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the declarations, and supersedes and controls anything in the policy controly hereto but is otherwise subject to the Declaration, Insuring Agreements, Exclusions and Conditions thereof.

Counterligned AUTHORIZED REPRESENTATIVE

66-0646 1 ACT-ET-2281 SRD EDITION 1-73 131

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Endorsement 33 350-41-34

Policy Number impony designated the Durlarations

April 1, 1976

Cyprus Mines Corporation, et al

#### PREMIUM ADJUSTMENT ENDORSEMENT

As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of November 1976, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period October 1, 1975 to October 1, 1976 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is selfinsured or insured in a State Fund), and the earned promium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

> Standard \$ .896

- Such earned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective October 1, 1974.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.11 per \$100.00 of the total remuneration so reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum of \$75,000 each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning October 1, 1975, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

[fect to (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy controls hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

AUTHORITED REPORTERIATIVE

. ACT ET-AL



Effective Date ____ January 1, 1976 ____

Endorsement #32 350-41-34 Policy Number

# CYPRUS MINES CORPORATION, ET AL

# ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

# Corporate

<u>Year</u> 1976	Type	Motor No.
1976	Ford LTD 4 Dr.	6B63S135854
1975	Buick LaSabre 4 Dr.	4P39T5Y113213
1975	Lincoln Continental Mark IV	5Y89A879Y2O
1975	. Chevrolet Malibu C. Colonade	1D29H5D438456
1975	Chevrolet Malibu 4 Dr.	1D29H5B594860 - PELFTID 15,

Comprehensive: Actual Cash Value Less -O- Deductible Actual Cash Value Less \$100 Deductible Collision:

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numb policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise su he the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Country and AUTHORIZED REFRESENTATIVE

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FUDOKSEWE

December 15, 1975

Endorsement #31 350-41-34 Polky Number

CYPRUS MINES CORPORATION, ET AL

ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

### Corporate

1976 Cadillac Coupe de Ville

I.D. #6047S6Q170919

Comprehensive: Actual Cash Value Less -O- Deductible Collision: Actual Cash Value Less \$100 Deductible

It is further agreed that the 1973 Cadillac Coupe de Ville, I.D. #6D47R30, is hereby deleted from the policy effective 12-15-75.

Effective (not prior to time applied for) on the effective date shown above this andorsement, when countersigned, becomes part of the above number policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise as the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Countersigned ______AUTHORISED REPRESENTATIVE

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CYPRUS HINES CORPORATION

#### ENDORSEMENT



Endorsement #30

350-41-34

Policy Number
of Consent designated

Effective Date November 4, 1975

# Endorsement Amending Endorsement #28 Use of Other Automobiles Coverage - Broad Form

It is understood and agreed that Paragraph 4 of Endorsement #28, Use of Other Automobiles - Broad From is hereby amended to read as follows:

4. The insurance afforded by this endorsement applies to the following individuals:

H. T. Mudd

R. R. Grantham

J. M. Klein

P. J. McLean

J. J. Hansen

A. A. Bakewell

P. W. Allan

D. P. Murdy

W. J. Rundle

Effective (not prior 13 time applied for) on the effective data shown above this endorsement, when countersigned, becomes part of the above numbers policy issued by th. Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subjet to the Declarations, Insuring Agraements, Exclusions and Conditions thereof.

punionigned ... . AUTHORIZED REPRESENTATIVE

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Endorsement #29 350-41-34

Policy Number of Camps of designated in the Declarations

October 1, 1975

# CYPRUS MINES CORPORATION, ET AL

### . ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

#### Corporate

1975 White Freightliner Tractor 1972 Hobbs Trailer

Serial No. CA 213 HM 111588

Serial No. FHR 380503

Comprehensive: Actual Cash Value Less \$500 Deductible

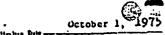
Collision:

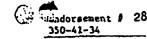
Actual Cash Value Less \$500 Deductible

Effective (not prior to time applied for) on the effective date shown above this endersement, when countersigned, buromes part of the above number of policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary filter but is otherwise tubics to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

SALTATABLES GENERALINE

P. 1002 - 4L1-67-21





Policy Number of Compan despected in the Declarations

"In lieu of Endorsement #9"

USE OF OTHER AUTOMOBILES COVERAGE - BROAD FORM

It is agreed that such insurance as is afforded by the policy, under the bodily injury limitity and property damage liability coverages and Coverage (H) Family Medical Expense, with respect to any owned automobile covered under the policy also applies with respect to any other automobile, subject to the following additional provisions:

- Persons Insured
   Each of the following is an insured under the bodily injury liability and property
   damage liability insurance afforded under this endorsement to the extent set forth
   herein:
  - (a) each individual named below and, while a resident of the same household, the spouse of such individual, and
  - (b) any other person or organization, not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (a) above.
- 2. Exclusions

This insurance does not apply:

- (a) to any insured while engaged in the business of his employer with respect to bodily injury to a fellow employee of such insured injured in the course of his employment;
- (b) to any insured while employed in or atherwise engaged in duties in connection with an automobile business;
- (c) If the individual named below is an employee, to the employer of such individual:
- individual;
   if the individual named below is a partner, to the partnership of which such individual is a member;
- (c) to any automobile owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;
- (f) to any automobile while used in the business or occupation of the named individual or spouse except an automobile operated or occupied by such named insured, spouse or private chauffeur or domestic servant;
- (g) under Coverage (H) Family Medical Expense, to any automobile while being used by the insured as a public or liverly conveyance.
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured.
- 4. The insurance afforded by this endorsement applies to the following individuals.

Name of Individual:

- H. T. Mudd
- J. M. Klein
- J. J. Hansen
- P. W. Allan
- W. J. Rundle
- R. R. Grantham
- P. J. McLean
- A. A. Bakewell

Effective (not prior to time applied far) on the effective date thown above this andersement, when counterlyined, becomes part of the above numbered polary assured by the Company designated in the Declarations, and supersedes and controls anything in the polary controly hereto but is atherwise support to the Declarations, lossing Agraements, Exclusions and Conditions thereof.





Endorsement #27 350-41-34

Policy Number of Company designated to the Declarations

See Below

# CYPRUS MINES CORPORATION, ET AL

# ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

#### Corporate

1974 Ford Maverick

I.D. #K92F136635

(Effective 10-1-74)

Comprehensive: Actual Cash Value Less -0- Deductible Collision: Actual Cash Value Less \$100. Deductible

It is further agreed that the 1973 Mercedes 450SLC, I.D. #107024-12-003976, is hereby deleted from the policy effective 6-1-75.

Effective (not prior to time applied for) on the affective date shown above this endorsement, when countersigned, becomes part of the above similarity issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is atherwise subject to the Declarations, Insuring Agreements, Enclusions and Conditions thereof.

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Endorsement #26 350-41-34

> Policy Number of Company designated in the Declarations

October 1, 1975

Cyprus Mines Corporation, et al

"In Lieu of Endorsement #2"

#### PREMIUM ADJUSTMENT ENDORSEMENT

A. As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of November 1976, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period October 1, 1975 to October 1, 1976 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

Standard Be \$.401 \$

- B. Such earned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective October 1, 1974.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.055 per \$100.00 of the total remuneration so reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum of \$30,000. each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning October 1, 1975, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

Effective (not price to: lime applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbers, policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Esclusions and Conditions thereof.

AUTHORIZED PEPRESENTATIVE





See Below

Endorsement #25 350-41-34

Policy Number of Compared in the Parlactions

# CYPRUS MINES CORPORATION, ET AL

# ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

# Corporate

1975 AMC Pacer Garaged in Tucson, Arizona 🗸

I.D. # A5A667E313482

(Effective 7-15-75)

1971 Rolls Royce

(Effective 6-1-75)

Leased from Vehicle Leasing Co., 47 S. Holliston, Pasadena, CA 91101

Comprehensive: Actual Cash Value Less -0- Deductible Collision: Actual Cash Value Less \$100 Deductible

It is further agreed that the 1971 Jensen Interceptor, ID #125-5299, is hereby deleted from the policy effective 6-1-75.

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered palicy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations. Insuring Agreements. Exclusions and Conditions thereof.

AUTHORISED MEPRENTATIVE





(1) VIII

Endorsement #24 350-41-34

Policy Hundres

March 24, 1975

# CYPRUS MINES CORPORATION, ET AL.

### ADDITIONAL INSURED - TUCSON GAS & ELECTRIC COMPANY

It is agreed that Tucson Gas & Electric Company, its officers, employees and agents re included as an additional named insured under this policy, but only as respects claims overed by this policy and resulting from operations performed by Cyprus Mines Corporation/ yprus Specialty Steel Co. It is further agreed that the insurance provided by this indorsement applies to claims covered by the policy and resulting from alleged emissions or acts by officers, employees or agents of Tucson Gas & Electric Company in their conduct of the general supervision of the operations performed by Cyprus Mines Corporation /Cyprus Specialty Steel Co. It is also agreed that the coverage afforded by this andersement to Tueson Bas & Electric Company, its officers, employees or agents shall be primary coverage to the full limit of liability stated in the declarations and if Tucson Gas & Electric Company has other insurance against a loss covered by this endorsement, such other insurance shall be excess over and above valid and collectible insurance provided by this enlargement. The inclusion of more than one named insured under this policy shall not operate to impair the rights of one insured against another insured and the coverage afforded by this policy shall apply as though separate policies had been issued to each insured. The inclusion of more than one insured shall not, however, operate to increase the limit of the insurance company's liability.

This enforsement is issued in compliance with the hold harmless provisions in the contract between Tucson Gas & Electric Company and Cyprus Mines Corporation/Cyprus specialty Steel Cc.

Effective (not prior to time applied for) on the effective data shown above this endorsement, when countersigned, becomes part of the above numbers policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy controly havelo but is otherwise output to the Declarations, Insuring Agreements. Estitutions and Conditions thereof

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Endorsement #23 350-41-34

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CYPRUS MINES CORPORATION, ET AL.

# ENDORSEMENT EXTENDING COVERAGE E AND P TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

L.A. Corporate

1974 Mercedes Benz 280-C 2 Door Sedan
1974 Mercedes Benz 280

1.D. #114073-12-103038 1.D. #114073-13-101988

(Effective 2-14-(Effective 2-26-

Comprehensive: Actual Casa Value Less -O- Deductible Collision: Actual Cash Value Less \$100 Deductible

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above initiality issued by the Company designated in the Declarations, and supersedes and controls anything in the policy controly hereto but is otherwise subject to the Declarations, Insuring Agreements, Earlissions and Conditions thereof.

#L 4008 - ACT-EF-2

Endorsement #22 350-41-34

Policy Number of Company designated in the Destatations

CYPRUS MINES CORPORATION, ET AL

MOTOR VEHICLE NO FAULT INSURANCE

The Company agrees that this policy shall be deemed endorsed to comply with the minimum requirements of any Motor Vehicle "No Fault" or "Modified No Fault" Federal law or the minimum requirements of any Motor Vehicle "No Fault" or "Modified No Fault" law of any state, province or territory in which the Named Insured has resident employees.

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, leaving Agreements. Exclusions and Conditions thereof.

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October 1, 1974





October 1, 1974

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# CYPRUS MINES CORPORATION, ET AL

# ADDITIONAL INSURED - CROCKER MC ALISTER LEASING, INC.

It is agreed that such insurance as is afforded by this policy is hereby extended to apply to:

Crocker Mc Alister Leasing, Inc. Crocker Mc Alister Equipment Leasing, Inc. 2988 Campus Drive San Mateo, California 94403

but only for legal liability arising out of all vehicles leased to the named insured from the additional insured.

the tire (not prior to time applied for) on the effective date shown above this countries, when countersigned, becomes part of the above minibires pulses issued by the Company designated in the Declarations, and supercedes and countries origining in the pulsey contrary fixed but is otherwise contries to the Declarations. Insuring Agreements, factorious and Conditions thereof.

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Endorsement #20 350-41-34

Policy Number of Company designated in the Declarations

December 16, 1974

"REVISED"

# CYPRUS MINES CORPORATION, ET AL.

#### ADDITIONAL INSUREDS - LESSORS

It. is agreed that such insurance as is afforded by this policy is hereby extended to apply to

- The Bank of Galifornia N.A. as Trustee for the Florence Lewis Carkeek Trust;
- 2) Seattle Trust and Savings Bank as Trustee for the Estate of Caroline Mc Gilvra Burke
- 3) Seattle Trust and Savings Bank
- 4) Gwendolyn Carkeek Plestcheeff

as additional insureds, but only for legal liability arising out of property located in Chelan County, Washington leased to the named insured for mining.

Effective (not prior to lime applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Countersigned . ______ AUTHORISED REPRESENTATIVE



December 16, 1974

#### ENDORSEMENT

Endorsement #20 :350-41-34

Policy literature
of financial designation
on the finiterations

CYPRUS MINES CORPORATION, ET AL

ADDITIONAL INSUREDS - LESSORS.

It is agreed that such insurance as is difforded by this policy is hereby extended to apply to

- 1) The Bank of California N.A. as Trustee for the Florence Lewis Carlkeek Trust
- 2) Scattle Trust and Savings Bank as Trustee for the Estate of Caroline Mc Gilvra Burke
- /3) Seattle Trust and Savings Bank and Gwendolyn Carkeek Plestchceff

as additional insureds, but only for legal liability arising out of property located in Chelan County, Washington leased to the named insured for mining.

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COPPRE: MINES CORPORATION, ET AL

December 3, 1974

ENDORSEMENT



Endorsement #19 350-41-34

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ADDITIONAL INSURED

1) OLD NATIONAL BANK OF WASHINGTON
2) MC COLLUM FORD - SPOKANE

It is agreed that such insurance as is afforded by this policy is hereby extended to apply to

- 1) OLD NATIONAL BANK OF WASHINGTON
- 2) MC COLLUM FORD SPOKANE

as additional insureds, but only for legal liability arising out of the actions of the named insured with respect to a 1974 Ford Bronco, I.D. \$01501.T48033.

Effective (mid driver), time against tip isn the effective date shawn above this endorsement, when countersigned, focusing but of the share conductive party is used by the Company designated is the Declarations and superscript and unlight anything in the policy contrary hardle but is otherwise only the Declarations traceing Agreements tacknishes and Conditions thereof

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Endorsement # 17

Pality Number of Company designated in the Declarations

ADDITIONAL INSURED - UNDERWRITERS' LABORATORIES, INC.

It is agreed that as respects the insurance afforded by Coverage

Part 1, Liability Insurance, Underwriters' Laboratories, Inc., is

added as an additional insured but only as respects claims arising
out of the use or misuse of the "listing mark" of Underwriters'

Laboratories, Inc., by the named insured.

Effective (not prior to time applied for) on the effective date shows this endorsement, when countersigned, becomes part of the abuse sumbstrail policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise todays the Declarations. Insuring Agreements, Exclusions and Conditions thereof.

October 1, 1974

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Endorsement # 16 350-41-34

Policy Number of Company designated in the Declarations

October 1, 1974

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## ADDITIONAL INSURED - TUCSON CAS & ELECTRIC COMPANY

### It is agreed that:

- The Tucson Gas & Electric Company is added as an additional insured but only as respects their interest as owner of the substation owned by them and installed on premises of Pima Mining Company.
- The company waives its right of subrogation against the Tucson Gas & Electric Company but only as respects any loss arising out of the substation referred to in Paragraph I of this endorsement.

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes past of the above number of pastey issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise surject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

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Endorsement # 15 350-41-34

Policy Number of Company designated in the Declarations

October 1, 1974

#### ADDITIONAL INSURED

## (Vendors -- Broad Form)

It is agreed that the "Person Insured" provision is amended to include any person or organization designated below (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

- 1. The insurance with respect to the vendor does not apply to:
  - (a) any excess warranty unauthorized by the named insured;
  - (b) hodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor.
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
    - (iii) demonstration, installation, servicing or repair operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named have been labeled or relabeled or used as a container, part or ingredient of any other thing or subtance by or for the vendor.
- The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into accompanying or containing such products.

Name of Person or Organization

- Any person or organization acting as a distributor or seller of the products of Cyprus Wire and Cable Company
- 2. Gilson Supply Company 1148 East 18th St., Oakland, California
- 3. Datey Co. and Oatey, Inc.

Effective (not prior to time applied tor) on the effective date shown above this endorsement, when countersigned, becomes guit of the above tentional policy result by the Company designated in the Distributions, and supersedes and controls anything in the policy runtrary hereto but is otherwise subject to the Distributions. Insuring Agreements, Eaclisiums and Conditions thereof

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October 1, 1974

Endorsement # 14 350-41-34

Policy Number of Company designated in the Desterations

# ADDITIONAL INSURED (Premises Leased to the Named Insured)

it is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- to any occurrence which takes place after the named insured ceases to be a a tenant in said premises;
- 2. to structural alterations, new constitution or demolition operations performed by or on behalf of the person or organization designated below.

#### SCHEDULE

Designation of Premises
(Part Leased to Named Insured)

- Name of Person or Organization (Additional Insured)
- Warehouse located at Moor Road Industrial Park, Syracuse, New York
- 2. 2937 Tanager Avenue Commerce, California
- 3. Approx. 40 acres located Southeast quarter of Northeast Quarter of Sec. 36, township 18 South, Range 39 East Mount Diablo, Baseline, Meridian, California

Liberty Combustion Corp.

Lorraine & Leo Strassburg & Robert L. Florence Brilliant State Lands Commission 107 So. Broadway Los Angeles, California

Effective (not prior to time applied for) on the effective date shamn above this endorsement, when countersigned, becomes past of the above numbered policy issued by the Company designated in the Disciplations, and supersedes and controls anything in the policy contrary hazeto but is otherwise subject to the Declarations, Insuring Agreements, Esclusions and Conditions thereof.

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Endorsement # 13 350-41-34

Policy Number of Congress designated in the Destarations

Octuber 1, 1974

#### ADDITIONAL INSURED

## (Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- to bodily injury to (a) another employee of the named insured arising out
  of or in the course of his employment or (b) the named insured or, if the
  named insured is a partnership or joint venture, any partner or member
  thereof;
- 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being execised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

This endorsement shall apply only to managing employees of the named insured. It shall be the duty of the named insured to determine who sahll be considered a managing employee.

Effective (not prior to time applied for) on the effective dale shawn above this endorsement, when countersigned, biscomes part of this above timeburious palicy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto had is utherwise subject to the Declarations, Insuring Agreements, Esclusions and Conditions thereof.

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Endorsement # 350-41-34

Policy Number as Company designated in the Declarations

MULTIPLE POLICY ENDORSEMENT

It is agreed that such insurance as is afforded by this policy shall not apply to any loss for which insurance is afforded by any other policy of insurance issued to the named insured by this company.

Effective [not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered party issued by the Company designates in the Dictivations, and supersedes and controls anything in the policy contrary hereto but is otherwise suppose to the Dictivations, Insuring Agreements, Esciusions and Conditions thereof

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Endorsement # ¹³ 350-41-34

Policy Number of Company designated in the Declarations

October 1, 1974

Effective Date

# EXCLUSION (Maipractice and Professional Services)

It is agreed that with respect to any operation described below or designated in the 'policy as subject to this endorsement, the insurance does not apply to bodily injury or property damage due to

- 1. the rendering of or failure to render
  - (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - (b) any service or treatment conducive to health or of a professional nature; or
  - (c) any cosmetic or tonsorial service or treament;
- 2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- 3. the handling of or performing of autopies on dead bodies.

bescription of Operations:

BAGDAD HOSPITAL

BAGDAD, ARIZONA

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above summer solicy issued by the Company designated in the Dictarations and superscees and controls anything in the policy contrary hereto but is otherwise surject to the Dictarations, Insuring Agreements, Eastwoods and Conditions thereof

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Endorsement # 10 350-41-34

Policy Number of Competer designated in the Declarations

October 1, 1974

## ENDORSEMENT AMENDING CONDITION XII. CANCELLATION

It is understood that Condition XII of the policy, Cancellation, is hereby amended to show 60 days in lieu of 10 days, wherever the latter appears.

Effective (not prior to time applied for) on the effective date shown above this endorsement when countersigned, becomes part of the above himbured policy issued by the Company designated in the Dictarations and supersedes and controls anything in the policy contrary hereto but is otherwise supersed to the Destarations, Insuring Agreements, Esclusions and Conditions thereof.

Countersigned

AUTHORIZED MEPMERENTATIVE

October 1, 1574



#### USE OF OTHER AUTOMOBILES COVERAGE - BROAD FORM

It is agreed that such insurance as is afforded by the policy, under the bodily injury liability and property damage liability coverages and Coverage (H) Family Medical Expense, with respect to any owned automobile covered under the policy also applies with respect to any other automobile, subject to the following additional provisions:

- Persons Insured
   Each of the following is an insured under the bodily injury liability and property
   damage liability insurance afforded under this endorsement to the extent set forth
   herein:
  - (a) each individual named below and, while a resident of the same household, the spouse of such individual, and
  - (b) any other person or organization, not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (a) above.
- Exclusions

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This insurance does not apply:

- (a) to any insured while engaged in the business of his employer with respect to bodily injury to a fellow employee of such insured injured in the course of his employment;
- (b) to any insured while employed in or otherwise engaged in duties in connection with an automobile business;
- (c) if the individual named below is an employee, to the employer of such individual:
- (d) if the individual named below is a partner, to the partnership of which such individual is a member;
- (e) to any automobile owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;
- (f) to any automobile while used in the business or occupation of the named individual or spouse except an automobile operated or occupied by such named insured, spouse or private chauffeur or domestic servant;
- (a) under Coverage (H) Family Medical Expense, to any automobile while being used by the insured as a public or liverly conveyance.
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured.
- 4. The insurance afforded by this endorsement applies to the following individuals.

Name of Individual:

H. T. Mudd

D. P. Murdy

J. M. Klein

J. J. Hansen

P. W. Allan

W. J. Rundle

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered palicy issued by the Company designated in the Declarations, and supercedes and controls enything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

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## PERSONAL INJURY LIABILITY ENDORSEMENT

CYPRUS MINES CORPORATION 555 South Flower Street Los Angeles, California

Policy Number

350-41-34

of Company designated in the Declarations

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October 1, 1974

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ENUUNDEMENT AGGREGATE

Endorsement #

#### INSURING AGREEMENT

The Company agrees to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as The Company agrees to pay on behalf of the insured all such which the insured statil become legally obligated to pay as damages because of injury sustained by any person or organization and arising out of the false arrest, malicious prosecution, detention or imprisonment, fibel, stander, defamation of character, invasion of privacy, wringful existion or wrongful entry, and the Company shall defand any suit against the insured alleging such injury and seeking demages which are payable under the terms of this endorsement, even if any of the allegations of the suit are groundless, fulse or fraudulent; but the Company may make such investigation and settlement of any claim or suit as it decires expedient.

### SUPPLEMENTARY PAYMENTS

The Company also agrees to pay, in addition to the applicable limit of liability:

11) all expenses incurred by the Company, all costs taxed against the insured in any defended suit and all interest of the enthe amount of any judgment therein which accrues after entry of the judgment and before the Company has pard or tendered or deposited in court that part of the judgment which does not exceed the innit of the Company's liability thereon;

12] premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable funit of kiability of this endorsement, but without any obligation to apply for or funish any such bonds;

(ii) all restonable expenses incurred by the insured at the Company's request, provided that payment for loss of earnings shall not exceed the actual amount of such loss, nor in any event \$25 for any one day.

#### DEFINITION OF INSURED

the unqualified word "insured" includes the named insured and also includes any executive officer, director or stocklichder." thereof while acting within the scope of his duties as such. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

The insurance afforded under this endorsement applies separately to each insured against whom claim is made or suit is brought, but the inclusion licrein of more than one insured shall not operate to increase the limits of the Company's liability.

(1). The not prior to time explied for (12:0) A.M. Standard Time in California and Olegon), on the effective data shown above this endorsement, when expressioned, becomes a part of the above numbered policy issued by the Company designated in the Declarations, and supersists and controls anything as the policy contrary hereto but is otherwise subject to the Declarations, lisuring Agreements, Exclusions and Conditions thereof.

Counters greed AUTHORISED REPRESENTATIVE

(PERSONAL INJURY LIABILITY ENG.) ----

90-0144 (ACT-ET-144) 2MB EDITION 7-72-101

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#### ENDORSEMENT PERIOD, TERRITORY

This endorsement applies only to injury occurring on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

**(**:)

#### EXCLUSIONS

This endorsement does not apply:

(a) to fiability assumed by the insured under any contract or agreement;

(h) to injury erising out of the wilfyl violation of a panal statute or ordinance committed by or with the knowledge or consent of any insured;

tel to injury arising out of any advertising, broadcasting or televasting activities by or for the insured;

#### CONDITIONS

- 1. Pollsy Conditions: The conditions of the policy captioned "Inspection and Audit", "Notice", "Assistance and Cooperation of the Insured", "Aution Against Company", "Other Insurance", "Dubroyation", "Changes", "Preinfum", "Assignment", "Concelation" and "Declarations" apply to the insurance afforded by this endorsement.
- 2. Natice of Injury or Occurrence: In the event of injury to which this endorsement applies or of an occurrence which may give rise to a claim therefor, written notice shall be given by or on behalt of the insured to the Company or any of its authorized agents as soon as practicable. Such notice shall contain perticulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.
- 3 timits of Uability: The limit of liability stated above as applicable to "each person aggregate" is the limit of the Company's hability for all damages arising out of one or more injuries sustained by the same person or organization during the twelve menth per od beginning on the effective date shown, all while this endorsement is in force. The limit of liability stated above as "endorsement aggregate" is, subject to the provision respecting "each person aggregate", the total limit of the Company's liability for all damages during the twelve month period beginning on the effective date shown, all while this endorsement is in force. Such aggregate limits shall apply during such succeeding twelve month period for which this insurence may be in to us.

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October 1, 1974

#### ENDORSEMENT

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Endorsement # 7
350-41-34

Policy Number of Company designated in the Declarations

#### EMPLOYEE BENEFIT LIABILITY INSURANCE

## MIS OF LIABILITY

.00,000. Each Claim* 500,000. Aggregate

Each Claim subject to a 1,000. Deductible

#### ANNUAL PREMIUM

Included In Composite Rate

#### INSURING ACREEMENTS

consideration of the promium and in reliance upon the statements in the application and object to the terms of this endorsement and of the policy to which this endorsement is tracked, the company agrees with the insured named in the declarations of the policy as of the policy a

- . Coverage: The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages on account of any claim made against the insured by any employee, former employee or the beneficiaries or legal representative: thereof for injury caused by any negligent act, error or omission of the insured, or any person for whose acts the insured is legally liable, in the administration of employee benefits as defined herein.
- Deductible: \$1,000 shall be deducted from the amount of each claim covered under the terms of this endorsement, and the company shall be liable for loss only in excess of that amount.
- . The Defense, Settlement, Supplementary Payments Provisions of the policy shall apply as respects the insurance hereby afforded except that the company shall not make settlement or compromise any claim or suit without the written consent of the named insured.
  - Policy Period and Territory: This insurance applies only to claims brought against the named insured during the policy period within the United States of America, its territories or possessions or Canada, resulting from negligent acts, errors or omissions in the administration of employee benefits, provided the named insured, at the effective date of this policy, had no knowledge of or could not have reasonably forseen any circumstances which might result in such claim.

stlective (not prior to time applied for) on the effective date shown above this endurament when countersigned, becomes post of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but in otherwise support to the Decisions, Insuring Agreements, Exclusions and Conditions thereof

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October 1, 1974

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Policy Number
of Company designated
in the Declarations

#### EMPLOYEE BENEFIT LIABILITY INSURANCE

#### DEFINITIONS

"INSURED" - The imqualified word "insured" wherever used in relation to the insurance afforded hereby, includes not only the named insured, but also any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the employee benefits.

"Employee Benefits" - The term "Employee Benefits" shall mean group life insurance, group accident and health insurance, profit sharing plans, pension plans, employee stock subscription plans; workmen's compensation, unemployment insurance, social security and disability benefits insurance.

"ADMINISTRATION" - As respects the insurance afforded hereby, the unqualified word "Administration", wherever used shall mean:

- (a) diving counsel to employees with respect to the employee benefits;
- (b) Interpreting employee benefits;
- (c) Handling of records in connection with employee benefits;
- (d) Effecting enrollment, termination or cancellation of employees ander employee benefit programs;

performed by a person authorized by the named insured to do such acts.

#### **EXCLUSIONS**

- ic insurance afforded by this endorsement does not apply:
  - (a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
  - (b) to bodily injury to, or sickness, disease, or death, of any person or to injury to or destruction of any tangible property, including the loss of use thereof;
  - (c) to any claim for failure to performance of contract by any insurer;
  - (d) to any claim based upon the named insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;

effective shot prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part at the above timelected policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is officewise support to the Declarations. Insuring Agreements, Exclusions and Conditions thereof.

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'age 3'Endorsement # 350-41-34

October 1, 1974

Policy Number
of Company designated
in the Destarations

#### EMPLOYEE BENEFIT LIABILITY INSURANCE

 to any claim based upon failure of stock to perform as represented by an insured;

(f) to any claim based upon advice given by an insured to participate or not to participate in stock subscription plans.

#### CONDITIONS

The conditions of the policy entitled "Assistance and Co-Operation of the Insured" "Action Against The Company", "Other Insurance", "Subrogation", "Changes", "Assignment", "Cancellation" apply to the insurance afforded hereby and the following conditions apply:

- A. LIMITS OF LIABILITY: The limit of liability stated above as applicable to "each claim" is the limit of the company's liability for all damages incurred on account of any claim covered hereunder; the limit of liability stated above as "aggregate" is subject to the above provision respecting each claim, the total limit of the Hompany's liability for all claims covered hereunder and occurring Juring each unnual endorsement period. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
- B. NOTICE OF CLAIM OR SUIT: Irrespective of the application of the deductible amount, written notice of any claim or alleged negligent act, error or omission shall be given by or on behalf of the insured to the company. If suit is brought, the insured shall immediately forward to the company every summons or other process received by him.

the live (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes post of the above minibility policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations. Insuring Agreements, Esclusions and Conditions thereof

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AUTHORISEL MEI HERENTATINE



BROAD FORM PROPERTY DAMAGE COVERAGE CYPRUS MINES CORPORATION

ET- 125

Policy Number

350-41-34
of Company designated to the Doctorations

Effective Date

that

October 1, 1974

555 South Flower Street Los Angeles, California

Endorsement # 6

Exclusion (17) (18) (19) (20) is replaced by the following

The pality | X Coverage B-1 |
dure not apply under | | Coverage E

#### To Property Damage:

- 1. to property owned or occupied by or rented to the insured, or held by the insured for sale or entrusted to the insured for storage or safekeeping, or
- 2. except with respect to liability under a written sidetrack agreement of the use of elevators to
- (.) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
- f.il tools or equipment while being used by the insured in performing his operations,
- (iii) property in the custody of the insuled which is to be installed erected or used in construction by the insured.
- (-v) that particular part of any property, not on premises owned by or rented to the insured,
- (a) upon which operations are being performed by or on behalf of the insured at the time of the property damage thereto, arising out of such operations, or
- (b) out of which any property damage arises, or
- (c) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.

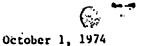
but parts (a), (b) and (c) of this exclusion do not apply (1) to the named insured's products where the insured has relinquished physical possession of such products to others, or (2) where the property damage arises out of the completed operations hazard,

(v) property which is being transported by the insured by automobile, mobile equipment or team, including the loading or unloading thereof.

IfIL'T. of first prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy estuded by the Company designated in the Dectarations, and supersedus and controls onlyhing in the policy contrary hereto but is etherwise subject to the Dectaration for ring Agreements, Exclusions and Conditions thereof.

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Endorsement # 5 350-41-34

Policy Number of Company designated in the Doctorations

DM685S11637

# ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under loverage E. Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

Corporate		
19/1 Jensen Interceptor II	1.D.#	125-5299 - beitter 6-1-95
1973 Mercedes 450 SLC	I.D.#	107024-12-003976 - Diriio 6
1973 Mercedes 250 SEL	I.D.#	114060-12-019225 - DELETED 13
≥1973 Cadillac Coupe De Ville	I.D.#	6D47R30 - DELLIER 12-15.05
1974 Datsun 260	I.D.#	· HLS3031428

Comprehensive: Actual Cash Value Less -0- Deductible Collision: Actual Cash Value Less \$100 Deductible

Torrance Tubing		
1973 CMC Tractor	I.D.∄	TOH92AZ577555
1973 Mota Hwy Trailer	1.D.#	7M331468
1961 Peterbilt Tractor	I.D.#	12682ZE61FB
1901 Freuhauf Trailer	I.D.#	VVB146901ZC6FB

Comprehensive: Actual Cash Value Less \$500 Deductible Collision: Actual Cash Value Less \$500 Deductible

Jetfersonville, Ceorgia		
5 Mack dump trucks	I.D.#S	DM685S11633
		DM685S11634
		DM685S11635
		DM685S11636

Comprehensive: Actual Cash Value Less \$500 Deductible Collision: Actual Cash Value Less \$500 Deductible

effective (not prior to lime applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Occlarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Occlarations Insuring Agreements. Esclusions and Conditions thereof.

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Affective Date

AUTHORISES HEFRESCHIATIVE



Findorsement # 4

October 1, 1974

Policy Number of Company designated in the Declarations

## LIQUOR HAZAKD INCLUSION ENDORSEMENT

In consideration of the premium, it is agreed that:

With respect to the liquor hazard, the definition of bodily injury is amended to read as follows:

"Bodily Injury" means bodily injury, sickness, disease or loss of means of support, sustained by any person

- Exclusion (5) is replaced by the following:
  - (i) to injury arising out of any alcoholic beverage served or given while any license therefore, required by law, is not in existence, is suspended or after such license expires, is cancelled or revoked.
  - (ii) to any premium, assessment, penalty, fine or other similar obligation imposed upon the insured under any alcoholic beverage licensing law or similar laws;
- 3. When used in reference to this insurance:

"Liquor Hazard" means bodily injury or property damage for which the insured as

- (a) the owner or lessor of premises used by others for the purpose of selling, serving, distributing or manufacturing alcoholic beverages, or or
- (b) a person or organization not in the business of selling, serving, distributing or manufacturing alcoholic beverages.

may be held liable if such liability is imposed by reason of the selling, serving or giving of any alcoholic beverage.

#### SCHEDULE

Location of all premises used by others in the business of manufacturing, distributing, serving or selling alcoholic beverages for which the insured is owner or lessor.

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Doctarahans, and supersedes and controls anything in the policy contrary hereto but is eitherwise subject to the Doctarations, Insuring Agreements, Enthusians and Conditions thereof.

Counterlights __ _ AUTHORIZED REPRESENTATIVE

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Endorsement # 3 350-41-34

Policy Number
of Company designated
on the Declarations

October 1, 1974

# ENDORSEMENT AMENDING DEFINITION OF THE WORD "CONTRACT"

In consideration of the premium, it is agreed that Definition 35 (G) of the policy is hereby deleted and the following substituted in lieu thereof:

"Incidental Contract" means any written contract usual to the insured's business.

Effective (not prior to time applied for) on the effective date shown above this endorsement when countersigned, becomes past of the above numbered policy issued by the Company designated in the Occlarations, and supersedes and controls anything in the policy controls hereto but is otherwise subject to the Occurations, Insuring Agreements, Exclusions and Conditions thereof.

Lawitersigned

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Endorsement #2 350-41-34

October 1, 1974

Policy Number of Company designated in the Destarations

### PREMIUM ADJUSTMENT ENDORSEMENT

As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of November 1975, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period October 1, 1974 to October 1, 1975 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

Standard S . 38 Basic S 25

Such carned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective October 1, 1974.

For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.08 per \$100.00 of the total remuneration so reported.

furthermore, the Named Insured shall pay to the Company the sum of \$21,000. each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning October 1, 1974, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

Effective first prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes pert of the effective date shown above time-brid policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise courses. The Dictirations, Insuring Agreements, Exclusions and Conditions thereof.

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401-08141 #1-4444014761





October 1, 1974

Endorsement #2 350-41-34

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"REVISED"

#### PREMIUM ADJUSTMENT ENDORSEMENT

As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of November 1975, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period October 1, 1974 to October 1, 1975 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

Standard \$.260 Basic \$.173

- B. Such carned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective October 1, 1974.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.055 per \$100.00 of the total remuneration so reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum of \$21,000. each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning October 1, 1974, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

effective (not prior to time applied for) on the effective date shown above this entocrement, when countersigned, becomes part of the above immediately painty issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Eachistons and Conditions thereof.

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AUTHORISED MEPRESENTATIVE



S.

October 1, 1974

## **ENDORSEMENT**

250-41-34

Policy Number at Company designated is the Destatations

DEFINITION OF NAMED INSURED

It is understood that the named insured in Item I of the Declarations is hereby defined to read as follows:

Cyprus Mines Corporation and any affiliated or subsidiary companies as now or hereinafter constituted that are owned and financially controlled by the named insured.

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes put of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Earlistons and Conditions thereof

Counterligned ____ AUTHORISED MEPRESENTATIVE

CALL 4.7 61-2-





October 1, 1976

Endorsement #38 350-41-34 Policy Number

## Cyprus Mines Corporation, et al

### PREMIUM ADJUSTMENT ENDORSEMENT

A. As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of November 1977, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period October 1, 1976 to October 1, 1977 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

Standard	:	Basic	
\$ .896		\$	.640

- B. Such earned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective October 1, 1974.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, promium shall be payable at the rate of \$0.23 per \$100.00 of the total remuneration ac reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum of \$119,000.each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning October 1, 1976, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numberal policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Countersigned Authorized REPRESENTATIVE

October 1, 1976

Endorsement #39 350-41-34

Policy Number of Convent designated in the Desterations

## CYPRUS MINES CORPORATION, ET AL

## Exclusion of Coverage - Bagdad Airport

In consideration of the premium, it is understood and agreed that such insurance as is afforded by this policy shall not apply to any occurrence of loss that may arise in connection with the following locations and/or entities:

Bagdad Airport

Accepted	ъy:	Nemed Inquired
	-	NAMES INGLIFES

Effective (not prior to time applied for) on the effective date shown above this endergoment, when countersigned, becames part of the above numbers and policy listed by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Entirelians and Conditions thereof.

Countersigned . _____ AUTHORISED REPRESENTATIVE

MI -- 14C7 EF-31

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W 1 10 107/	
Execute Date November 19, 1976	

Endorsement #40 350-41-34

Policy Number of Company designated in the Declarations

"In Lieu of Endorsement #15"

#### ADDITIONAL INSURED

## (Vendors -- Broad Form)

It is agreed that the "Person Insured" provision is amended to include any person or organization designated below (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

- The insurance with respect to the vendor does not apply to:
  - (a) any excess warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor.
    - (11) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
    - (iii) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named insured
       have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into accompanying or containing such products.

Name of Person or Organization

- Any person or organization acting as a distributor or seller of the products of Cyprus Wire and Cable Company
- Gilson Supply Company 1148 East 18th St., Oakland, California
- 3. Oatey Co. and Oatey, Inc.
- Any person or organization acting as a distributor or seller of the products of Cyprus Industrial Minerals Company

Effective (not prior to time applied for) on the effective date shown above this endersement, when countersigned, becames part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Esclusions and Conditions thereof.

Countersigned AUTHORIZED MEPOGRAPIATIVE

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<b>CYPRUS</b>	MINES	CORPORATION,	( A.E.

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## ENDORSEMENT

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	Endorsement	44
	350-41-34	

January 13, 1977

Policy Number of Conserv designated in the Destarations

"In Lieu of Endorsement \$40"

#### ADDITIONAL INSURED

## (Vendors -- Broad Form)

It is agreed that the "Person Insured" provision is amended to include any person or organization designated below (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

- I. The insurance with respect to the vendor does not apply to:
  - (a) any excess warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor.
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
    - (iii) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into accompanying or containing such products.

Name of Person or Organization - Any Vendor of the Named Insured's products

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numberous policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Countersigned _____ authorities attentione



See Below





Endorsement #42 350-41-34

Folicy Number of Company designated to the Declarations

CYPRUS MINES CORPORATION, ET AL

ENDORSEMENT EXTENDING COVERAGE
E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated, on the effective dates shown.

#### Corporate

ve Date
6
6
7

Comprehensive: Actual Cash Value Less -0- Deductible Collision: Actual Cash Value Less \$100 Deductible

It is further agreed that the following vehicles are deleted from Coverage E and Coverage F as of the effective dates shown.

1973	Hercedes Benz	11406012019225	12/3/76
1975	Chevrolet Malibu	1D29K5B594860	12/14/76

Effective (not prior to time applied for) on the affective data shown above this andorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supercedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Countersigned AUTHORIZED PEPERENTATIVE

\$4 0003 (ACT-ET-8)





Endorsement #43 350-41-34

Paticy Number of Comment designated on the finitestations

February 11, 1977

### CYPRUS MINES CORPORATION, ET AL

# ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicle, with deductible amounts as indicated:

### Corporate

Year Type

Motor No.

1977

Dodge Royal Monaco Brougham 4 dr.

DH41K7D116615

Comprehensive: Actual Cash Value Less -0- Deductible Collision: Actual Cash Value Less \$100 Deductible

Ells tive (not prior to time applied for) on the effective data shown above this endorsement, when countersigned, becomes post of the above numbered palmy issues by the Company designated in the Doctarations, and supersedes and controls anything in the policy contrary horses but is otherwise subject to the Doctarations, Insuring Agreements, Exclusions and Conditions thereof.



March 23, 1977

Endorsement 44 350-41-34

Policy Number of the Company designated in the Declarations

CYPRUS MINES CORPORATION, ET AL

ENDORSEMENT EXTENDING COVERAGE
E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicle, with deductible amounts as indicated.

### Corporate

Year 1977 Type
Buick Limited 4 Dr

Motor No. 4X69X7H52C133

Comprehensive: Collision:

Actual Cas Value Less -0- Deductible Actual Cash Value Less \$100 Deductible

Effective (not prior to time applied for) on the affective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supercodes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

88-000A (ACT-87-8) 4-77 1148

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Cyprus Mines Corporation, et al

Effective Date

July 1, 1977

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Limit of Liability

Aggregate Limit of Liability (Products Hazard and Completed Operations Hazard)

Endorsement #45
350-41-34

POLICY NO.
of Company designated in the Declarations

## LIMIT OF LIABILITY ENDORSEMENT

Subject to all of the policy provisions having reference thereto, the limit of the Company's liability as respects any one occurrence involving one or any combination of the hazards or perils insured against shall not exceed the limit shown above.

When coverage for Products Hazard and Completed Operations Hazard is included in the policy, the applicable Aggregate limit of liability is also shown above.

Effective on the affective date shown above this andersement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declaration, Insuring Agreements, Exclusions and Conditions thereof.

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84-6646 (ACT-ET-883) 390 EDITION 1-72 131





July 1, 1977

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350-41-34

#### Cyprus Mines Corporation, et al

## PREMIUM ADJUSTMENT ENDORSEMENT

A. As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of August 1978, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period July 1, 1977 to July 1, 1978 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

Standard

Basic

\$ 0.630

\$ 0.450

- B. Such earned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective October 1, 1974.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.41 per \$100.00 of the total remuneration so reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum of \$134,638. each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning July 1, 1977, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

Effective (not prior to fine applied for) on the offective date shown above this endorsement, when countersigned, becomes part of the above numbered policy lasted by the Company designated to the Declarations, and supersedus and controls saything in the policy contrary hereto but is otherwise subject to the Declarations, Immunes Agreements, Exclusions and Conditions thereof.

ANTHORNERS REPRESENTATIVE

Endorsement 47 350-41-34

Folicy Number to Company deals in the Declaration

## CYPRUS MINES CORPORATION, ET AL

#### ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision, is hereby extended to apply to the below described vehicle, with deductible amounts as indicated.

#### Corporate

Motor No.

5W81F205136

Comprehensive: Collision:

Actual Cash Value Less -O- Deductible Actual Cash Value Less \$100 Deductible

Effective (not prior to time applied for) on the offective date shown above this endorsement, when countersigned, becames part of the above numbered policy lewed by the Company designated in the Declarations, and supercodes and controls anything in the policy controly herete but is otherwise subject to the Declarations, Insuring Agreements, Exchains and Conditions thorsof.

AVTHORIZED REPRESENTATIVE

(ACT-ET-8) 8-77 11481

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September 23, 1977

Endorsement #48 350-41-34

Policy Number

#### CYPRUS MINES CORPORATION, ET AL

#### CROSS LIABILITY ENDORSPMENT

The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, persons, organization, firm or entity as respects any claim, demand, suit or judgment made or brought by or in favor of any other Insured, or by or in favor of any employee of such other Insured. This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or emounts for which the company would have been liable if only one person or interest had been named as Insured. Limits of liability afforded hereunder shall apply first to the Named Insured under this policy and remainder, if any, to additional Insureds.

Effective (not prior to time applied for) on the effective date shown above this endersement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declaranens, and supersedes and controls anything to the policy controly hereto but is otherwise subject to the Declarations, insuring Agreements, Extensions and Conditions thereof,

AUTHORIZED REPRESENTATIVE

(ACT-ET-8) 8:77 11481

## ENDORSEMENT ( ...

Filective Date April 1, 1978

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350-41-34

#### CYPRUS MINES CORPORATION, ET AL

#### PREMIUM ADJUSTMENT ENDORSEMENT

A. As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of August 1978, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period July 1, 1977 to July 1, 1978 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

- B. Such earned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective July 1, 1977.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.41 per \$100.00 of the total recuneration so reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum of \$132,057. each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning July 1, 1977, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A,B, and C above.

Effective institutes to time applied fail on the effective date shami above this endoisement, when countersigned, becomis part of the above him beind policy issued by the Company designated in the flectarations, and supersedes and controls anything in the policy i unitary hereto but is otherwise subject to the flectorations. Insuring Agreements, Exclusions and Conditions thereof.

Countersigned _____ Therefore all horse to have the





March 13, 1978

#### **ENDORSEMENT**

Indorsement 150 350-41-34

ij.

Policy Number of the Company design in the Declarations

CYPRUS MINES CORPORATION, ET AL

## ENDORSEMENT EXTENDING COVERAGE TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Fire & Theft Coverage and Collision & Upset Coverage, is hereby extended to apply to the below described unit, with deductible amounts as indicated.

Dait

•

ctive Date

Serial No.

H-100c Hough Payloader

1926

Fire & Theft Collision:

Actual Cash Value Less -0- Deductible Actual Cash Value Less \$100 Deductible

COPY

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered citizy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Summon AUTHORIZED REPRESENTATIVE

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86-0002 (ACT-ET-E) 10-77 11331 - 62

Market State State

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April 6, 1978 .

## **ENDORSEMENT**

Endorsement #51 350-41-34

Policy Number
of the Company designated
in the Declarations

## CYPRUS MINES CORPORATION, ET AL

# ENDORSEMENT EXTENDING COVERAGE E AND F TO SPECIFIED VEHICLES

It is understood and agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage Y, Collision, is hereby extended to apply to the below described vehicles, with deductible amounts as indicated.

#### Corporate

Collision:

Year	Туре	Notor No.
1978 1978 1978 1978	Buick La Sabra 4 Dr. Chevrolet CC10703 Pick Up Chevrolet CC20903 Pick Up Ford LTD II 4 Dr.	4P69K8H516972B238 CCL 148A149499 CCL 248A119859 8A31F215858
Commence	Astrol Cost Walne Lass - O-	Nadaras/NV

Actual Cash Value Less \$100 Deductible

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

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Countersigned	pp vm m



18-000E - ACT ET-E; 2-76 11991 -- 42



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ed insured Address	555 So. Flo	wer St.	•	Premotic Acc'l.	Prod Count
• :	rot voteres	, California			350-41-34
	•			Agent	Policy Number of Company checked obeve
· Pariod Fr	Occupation of the		the same unless otherwise stated here (not prior to time applied	for)	
	To:		tondard Time, at the address of the name which the required premium is paid.	insured as stated he	rein and additional terms of
•	the myseus attorded	is only with respect to but	h and su many of the following coverages as are in	dealed by specific Premis	um. Deposit charge or charges, or an
		Company's hability against REMOM Incl 82 Unit 83	COVERAGES	ال ا	WIS OF HABIUTY
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•	ľ	ľ	Property Dumoge Liability	XXXXXXXX	
	†		Bodily Injury & Property Damage Liabi		\$ ,000
	5 5	\$	Medical Payments	5	each person
	5	8	Uninsured Motorist		
	\$ \$	\$	Combined Additional Coverage (CAC)	ACTUAL CASH VALL	JE
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	Palicy coates to con			- <del></del>	
	11976 Buick !	La Sabre S	Ser#4P39T5Y113213		•
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		, this endorsement supe	ersedes and controls Countersigned		
	anything in the polit	ly coidiary thereto.	•	Authorized	Representative
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.,	Te:		17:01 A.M. S	Standard Time, at the	address of the name	insured as stated	herein a	nd additional terms of
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July 1, 1978

350-41-34

# CYPRUS MINES CORPORATION, ET AL

# PREMIUM ADJUSTMENT ENDORSEMENT

As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of August 1979, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the period July 1, 1978 to July 1, 1979 (being the amount of remuneration upon which the Named Insured's Workmen's Compensation for the same period is predicated including similarly adjusted payroll in states where Workmen's Compensation is self-insured or insured in a State Fund), and the earned promium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

> Standard . Basic \$0.630 \$0.450

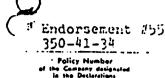
- Such earned premium shall be payable to the Company forthwith and shall be B. subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective July 1, 1978.
- For policy limits in excess of \$50,000 aggregate as respects any one occurrence, C. and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.34 per \$100.00 of the total remuneration so reported.
- Furthermore, the Named Insured shall pay to the Company the sum of \$85,913 D. each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning July 1, 1978, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

Effective first prior to time applied fort on the effective date shown above this endorsement, when countainined, becomes part of the above numbered palicy issued by the Company designated in the Declarations, and augorandes and controls anything in the palicy ranticity hard but is otherwise subject to the Declarations, Insuring Agreements, Enclusions and Conditions thereof,

Countersigned ___ ____







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CUVERAGE E AND F

It is agreed that such insurance as is afforded by this policy under Coverage E, Comprehensive, and Coverage F, Collision is hereby extended to apply to all autombile of the private passenger type owned, leased or controlled.

Comprehensive: Actual Cash Value less -0- Reductible

Collision: Actual Cash Value less (500 leductible subject

to a collision limit per vehicle of \$50,000 per

occurrence

November 1, 197

Effective (not prior to time applied for) on the effective date shown above this endorsement, when countersigned, becomes part of the above numbered paticy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.





Effective Date Hovember 1, 197) 56

357-111-71:

# USE OF OTHER AUTOMOBILES COVERAGE - BROAD FORM

- It is agreed that such insurance as is afforded by the policy, under the bodily injury liability and property damage liability coverages and Coverage (II) Family Medical Expense, with respect to any owned automobile covered under the policy also applies with respect to any other automobile, subject to the following additional provisions:
  - 1. Persons Insured hach of the following is an insured under the bodily injury liability and property damage liability insurance afforded under this endorsement to the extent set forth herein:

(a) each individual named below and, while a resident of the same household, the spouse of such individual, and

(b) any other person or organization, not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (a) above.

2. Exclusions

This instrance does not apply:

- (a) to any insured while engaged in the business of his employer with respect to bodily injury to a fellow employee of such insured injured in the course of his employment;
- (b) to any insured while employed in or otherwise engaged in duties in connection with an automobile business;
- (c) if the individual named below is an employee, to the employer of such individual;
- (4) if the individual named below in a partner, to the partnership of which such individual is a member;
- (e) to any automobile owned by such named individual, his spouse or or any resident of the same household other than a private chauffe or domestic servant of such named individual or spouse;
- (f) to any automobile while used in the business or occupation of the named individual or spouse except an automobile operated or occupiby such named insured, spouse or private chauffeur or domestic servant;
- (g) under Coverage (E) Family Medical Expense, to any automobile while being used by the insured as a public or liverly conveyance.
- 3. Excess Insurance. This insurance shall be excess insurance over any other valid and collectible insurance available to the insured.
- 4. The insurance afforded by this endorsement applies to the following:
  - All Corporate officers with the title of Conjur Vice President or highe

Effective (not prior to time applied for) on the effective data shown above this endersement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereta but is otherwise subject to the Declarations, Insuring Agreements, Euclusians and Conditions thereof.

Countersigned	AUTHONIZED REPRESENTATIVE
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# ENDORSEMENT



Effective Date 12-4-78

57 END NO

AGENT'S NO.

350-41-34

POLICY NO POLICY YM

# CYPRUS MINES CORPORATION

# PERSONAL INJURY ARIBING OUT OF DISCRIMINATION

It is agreed that such insurance as is afforded by the policy (including any endersements forming a part thereof) for personal injury arising out of discrimination is subject to the following provisions:

The insurance does not apply

- (a) to fines or penalties;
- (b) to amounts claimed or avarded (whether as damages or otherwise) for vages, salaries or other financial benefits or advantages that the injured person would have received, but for the discrimination, as an employee or prospective employee of any insured;
- (e) to class actions or to any individual claim for damages which is included within or is a part of any class action;
- (4) to the cost of any affirmative action program required to be entered into by the insured because of its alleged discriminatio against employees or prosepative employees;
- (a) to any discrimination suit or claim by or on behalf of any State or Tederal Agency.

Effective (not prior to time applied for) on the effective data shown above this endorsement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.



wind. #58 90-07-01 350-41-34 Policy Number

ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSEMENT

# COACHELLA VALLEY COUNTY WATER DISTRICT

It is agreed that such insurance as is afforded by this policy is hereby extended to apply to:

# CONCHELLA VALLEY COUNTY WATER DISTRICT .

as an Additional Insured, but only with respect to liability arising out of Cyprus' performance of construction of reservoir 5655, and that this insurance is primary insurance as respects the interests of the District and that any other insurance maintained by the District is excess and not contributing insurance with this insurance.

Furthermore, it is agreed that the named insured shall indemnify, defend and hold harmless the Coachella Valley County Water District and its representatives, and waive all rights of subrogation against the District. Ea

Effective not prior to time applied for (12:0) A.M. Standard Time in California, Oregan and North Dabata), on the effective data shown above this andorsement, when countersigned, becames part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls paything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

Countersigned ... .. AUTHORISED REPRESENTATIVE 

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7-1-78

**ENDORSEMENT** 

2nd. #59 90-07-01 350-41-34

Policy Number of the Company designated in the Declarations

# INCLUSION OF "XCU" COVERAGE ENDORSEMENT

# COACHELLA VALLEY COUNTY WATER DISTRICT

It is agreed that such insurance as is afforded by this policy with respect to construction of reservoir 5655 of the Coachella Valley County Water District, shall be extended to include Loss or Damage to Property caused by explosion or resulting from collapse of Duildings or structures or damage to property underground, commonly referred to a the "XCU" hazards.

Existing not prior to time applied for (12:0) A.M. Standard Time in California, Oregon and North Dabalul, on the effective date shown above this exclusivement, when countersigned, becomes part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and switzers unything in the policy contrary hereto but is atherwise subject to the Ductorations. Insuring Agreements, Exclusions and Conditions thereof,

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AUTHURIZED REPALBENTATIVE

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7-1-78

# **ENDORSEMENT**

End. \$60 90-07-01 350-41-34

Policy Number of the Company designated in the Declarations

# COACHELLA VALLEY COUNTY WATER DISTRICT

It is agreed that the company designated in the Declarations shall provide written notice to the Coachella Valley County Water District at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

Effective not prior to line applied for (12:0) A.M. Standard Time in California, Oregon and North Dakota), on the effective date shown above this endessement, when countersigned, becames part of the above numbered policy issued by the Campany designated in the Declarations, and supersedes and cuntruls unything in the policy centrary hereto but is otherwise subject to the Declarations. Insuring Agreements, Exclusions and Conditions thereof.

Countersigned

AUTHORIZED REPRESENTATIVE

So-1002 (ACT-ET-2) 11-78 11501

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# ENDORSEMENT



flective Date July 1, 1979

ENO 40

350-41-34

POLICY 40

# CYPRUS MINES CORPORATION, ET AL.

# PREMIUM ADJUSTMENT ENDORSEMENT

A. As respects the first \$50,000 aggregate liability from one occurrence, it is agreed that on or before the 25th day of August 1980, the Named Insured shall render to the Company a statement showing the total remuneration earned by its employees during the peirod July 1, 1979 to July 1, 1980 (being the amount of remuneration upon which the Named Insured's Workers' Compensation for the same period is predicated including similarly adjusted payroll in states where Workers' Compensation is self-insured or insured in a State Fund), and the earned premium shall be computed at the following rates per \$100.00 of the total remuneration so reported:

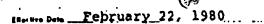
Standard		Basic
\$0.45	:	so.30

- B. Such earned premium shall be payable to the Company forthwith and shall be subject to such adjustments as are provided for in that certain Premium Determination agreement entered into between the Named Insured and the Exchange effective July 1, 1978.
- C. For policy limits in excess of \$50,000 aggregate as respects any one occurrence, and not subject to adjustment under said Premium Determination Agreement, premium shall be payable at the rate of \$0.34 per \$100.00 of the total remmeration so reported.
- D. Furthermore, the Named Insured shall pay to the Company the sum_of \$55,680 each quarter on or before the 1st day of the 1st month of each such quarter during the currency of this policy beginning July 1, 1979, such sums to be credited to the earned premium determined by the premium adjustment as provided in Parts A, B, and C above.

Effective (not griev to time applied for) on the ollective data shown above this endorsement, when countersigned, becames part of the above numbered policy issued by the Company designated in the Declarations, and supersedes and controls anything in the policy convery hereight to otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.

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# **ENDORSEMENT**





Endorsement #67 350-41-34

Pulley Number
of the Company designated
to the Declarations

# BURBANK - GLENDALE - PASADENA - AIRPORT AUTHORITY ENDORSEMENT.

In consideration of the premium, it is agreed that such insurance as is afforded by the policy for Bodily Injury Liability and for Property Damage Liability applies with respect to any employee of the named insured while operating an owned, non-owned or hired automobile in the business of the named insured, to a specific location inside the Burbank-Glendale-Pasadena airport property.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

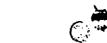
Countersigned

AUTHORIZED REPRESENTATIVE

AUTHOR

Effective not prior to time applied for (12:01 A.M. Standard Time in California, Oregon and North Dabota), on the effective date shown above this endorsement, when countersigned, becames part of the above numbered paticy issued by the Company designated in the Declarations, and supersedes

3	BROAT FORM PROPERTY DAMAGE CO LAGE	ет-125
mod Smoud	· CYPRLE MINES CORPORATION	87H EDITION
	- 555 South Plower Street - Ios Angeles, California	Policy Number 350-41-34
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THE DATE .		THAT BEIGHT FOR
<b>.</b>	Exclusion (11)	
is agraed that	Exclusion (17) and (20) is/are replaced by the following:	
	Exclusion (9) (a), (b), (c) and (f)	
The policy	Coverage 8-1	
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o Proper	rty Damage:	
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i) tools or	equipment while being used by the insured in performing his operations,	
i) propert	y in the custady of the insured which is to be installed, erected or used in construction by	the insured,
r) that par	rticular part of any property, not on premises owned by or rented to the insured,	
	hich operations are being performed by or on behalf of the insured at the time of the prop operations, or	erty damage thereto, arising
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g any dec	ance afforded by this endorsement shall be excess insurance over any valid and collectible ductible portion thereof) available to the insured, such as but not limited to Fire and Exge or Installation Risk Coverage, and the "Other Insurance" Condition is amended accor	stended Coverage, Builder's
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# PERSONAL INJURY LIABILITY ENDORSEMENT

Named Invest

CYPRS MINES CORPORATION
555 South Flower Street
Los Angeles, California

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Point Plumbar

350-41-34

of the Company during to the Deriorations

morning 0,00_ July. 1, _1977 .....

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Endorsement 165

#### INSURING AGREEMENT

The Company agrees to pay on behalf of the insured all sums which the insured shall become legally colligated to pay as demograp because of injury sustained by any parson or eigentar on a craising out of the false areas, melicious prosecution, and the Company shall defend any suit against the insured ellegant so him by and speaking demograp which are payable under the terms of this endorsecution, and the company shall defend any suit against the insured ellegant so him only and speaking demograp which are payable under the terms of this endorsecution, even if any of the ellegations of the out are groun fless, take or fraudulent, but the Company may make such in estigation and settlement of any claim or suit as it tivens expedients.

### SUPPLEMENTARY PAYMENTS

The Company also agrees to pay, in addition to the applicable limit of liability,

If all expenses incovered by the Company, all costs taxed against the outcomed in any defended soil and all interest of the cotive encount of any judgment there is much account after entry of the public of the lower the Company has been or removed or deposited in court that part of the judgment which does not exceed the limit of the Company's hability therein.

(2) premiums on expect bonds required in any such suit, premiums on burils to release esta-timents for an amount not us a case of the applicable limit of leathly of this endousement, but without any ideligation to apply for or furnish any such law-la,

[2] all reasonable expenses incurred by the insured at the Company's respect, provided that pagment for loss of earlings of all exceeds the actual and world such loss, nor in only event \$25 for any new clay.

## DEFINITION OF INSURED

The unquelified word "insured" includes the named insured and also includes any executive officer, director or stickly-color thereof while acting within the scope of his duties as such. If the named issured is a partnership, the unquelified word line and last includes any partner therein but only with respect to his fability as such.

The insurance effected under this endersement applies appeared; to exit insured equinit when the inclusions here not must shall one insured what not represents increase the limits of the Company's fallifity.

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ENDORSEMENT - 1

and. #61 90-07-01 350-41-34

Ffactive Date: 2-27-79

CYPRUS MINES CORPORATION

of the Company dampares in the Declarations

ADDITIONAL INSUREDS - BECHTEL POWER CORPORATION AND ARIZONA PUBLIC SERVICE COMPANY

It is agreed that such insurance as is afforded by this policy is hereby extended to apply to

BECHTEL POWER CORPORATION and ARIZONA PUBLIC SERVICE COMPANY

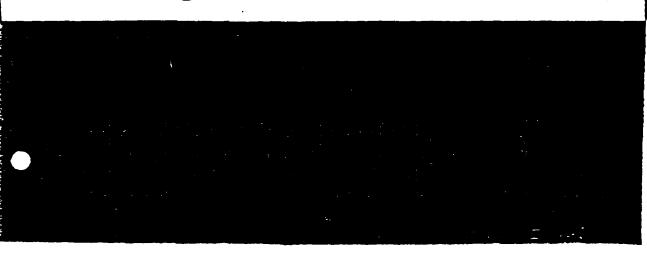
as Additional Insureds, but only with respect to legal liability arising out of work performed by Cyprus Specialty Steel Company under Subcontract #AO-WM-311 (SC); and that this insurance is primary insurance as respects the interests of the Additional Insureds and that any other insurance maintained by the Additional Insureds is excess insurance, notwithstanding any conflicting provisions in this policy to the contrary.

It is further agreed that the Company named in the Declarations shall waive all rights of subrogation against the Additional Insureds, their directors, officers, agents and employees and against other subcontractors.

Effective net prior to time applied for (12.01 A.M. Standard Time in Colifornia, Oregon and North Daketa), on the effective date shown above this endorsoment, when countersigned, becames part of the obove numbered policy issued by the Company designated in the Dactarations, and supervedes and controls anything in the policy controls and Conditions thereof.

Countersigned

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TIE 0026



# ENDORSEMENT



This endorsement, effective 2-27-79 Cyprus Mines Corporation, et al incl. Cyprus Specialty policy No. 359-41-34 issued to Steel Company

Truck Insurance Exchange

It is agreed that such insurance as is afforded by this policy is hereby extended to apply to

Bechtel Power Corporation and Arizona Public Service Company, their directors, officers, agents and employees

as Additional Insureds, but only with respect to legal liability arising out of work performed by Cyprus Specialty Steel Company under Subcontract #AU-WM-311 (SC); and that this insurance is primary insurance as respects their interests of the Additional Insureds and that any other insurance maintained by the Additional Insureds is excess insurance, nothwithstanding any conflicting provisions in this policy to the contrary.

It is further agreed that the Company named in the Declarations shall waive all rights of subrogation against the Additional Insureds, their directors, officers, agents and caployees and against other contractors.

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#### ENDORSEMENT PERIOD, TERRITORY

This endorsement applies only to injury occurring on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

#### EXCLUSIONS

This endorsement does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured:
- Ic) to Injury atising out of any advertising, broadcasting or telecasting activities by or for the insured;
- (d) to injury sustained by any person who is an employee of any insured at the time of the offense causing the injury.
- (e) to personal injury arising out of a libet or stander or a publication or utterance in violation of an individual's right of privacy if the first injurious publication or unterance of the same or similar material by or on behalf of the named insured was made prior to the effective data of this insurance;
- if) to personal injury arising out of any publication or utterance made by or at the direction of any insured with briowledge of the falsing thereof.
  - (a) Of a libel or slander or of other defamatory or disparaging material, or
  - (b) In violation of an individual's right of privacy concerning any person, organization or business enterprise, or his or its products or services.

#### CONDITIONS

- 1. Pellcy Conditions: The conditions of the policy captioned "Inspection and Audit", "Hotice", "Assistance and Cooperation of the Insured", "Action Against Company", "Other Insurance", "Subrogation", "Clienges", "Premium", "Assignment", "Cancellation" and "Declarations" apply to the insurance afforded by this endorsement.
- 2. Natice of Injury or Oscurrence: In the event of Injury to which this endorsement applies or of an occurrence which may give rise to a claim therefor, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicular. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.
- 3. Umits of Uability: The limit of Itability stated above as applicable to "each person aggregate" is the limit of the Company's liability for an demages arising out of one or more injuries sustained by the same person or organization during the twelve month period beginning on the effective date shown, all while this endorsement is in force. The limit of liability stated above as "endorsement aggregate" is, subject to the provision respecting "each person aggregate", the total limit of the Company's liability for all damages during the health month period beginning on the effective date shown, all while this endorsement is in force. Such aggregate limits shall apply during each succeeding twelve month period for which this insurance may be in these.

If the named insured is an individual, such insurance—is afforded by this policy for Automobile Medical Expense or Automobile Medical Expense is amonded to delete the words "one year" in the patricular the words "two years" in the patricular the

Part IV. Coverage J. is amended as follows:

[1] In the last line of the second paragraph of the Insuring Agreements the words "one year" ere amended to read "six years".

(2) The definition of "Uninsured Motor Vehicle" is amended to include a land motor vehicle or trailer to which there is a bodily injury or liability insurance policy applicable at the time of the accident but the Company writing the same is or becames insolvent.

(3) Limits of Liability (b)(2) and (d) are hereby deleted.

[4] Under Condition XI, Other Insurance; the Condition pertaining to Coverage J is deleted and the following substituted therefor:

With respect to bodily injury to an insured white occupying an automobile not owned by the named insured, the insurance under the Uninsured Motorists Coverage shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance.

Except as provided in the foregoing persoroh, the Company shall not be liable for a greater proportion of any loss to which this Uninsuled Motorists Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

#### Missouri

Under Part IV. Coverage J, the definition of "Uninsured Motor Vehicle" is emended to include a land motor vehicle or trailer whose insurer is unable to make payment with respect to the legal liability of its insured within the limits required by the motor vehicle financial responsibility law of Missouri because of insolvency; provided such insolvency occurs within two years after the accident.

### Nebraska

Exclusion 4 (b) under Part II is amended as follows:

(b) more than one tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction or recording and reproduction of sound.

#### Ollubora

Condition X., Subrogation, shall not apply to any Medical Expense Insurance provided by the policy.

#### South Carolina

Exclusion (5) under Part I does not apply to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intextication of any person.

### South Daketa

If the named insured is an individual, such insurance as is afforded by this policy for Automobile Medical Expense or Automobile Medical Payments Insurance is

amended to delete the word "one year" in the paragraph designated number 85 of Part III and to substitute a words "two years" therefor.

#### Washington

Part IV, Coverage J, is amended as follows:

- (1) Wherever the words "one year" appear in the Insuring Agreement, the words "three years" are substituted therefor.
- (2) The definition of "Uninsured Motor Vehicle" is emended to include a land motor vehicle or trailer whose insurer is unable to make payment with respect to the legal liability of its insured within the limits of its policy because of insolvency; provided such insolvency occurs within three years after the accident.
- (3) In the event the Company is requested to make any payment, it shall be subregated to all the insured's right of recovery therefor against any person or organization and shall to the extent of such payment be entitled to the proceeds of any settlement or judgment which the insured may obtain against such person or organization; provided that whenever the Company is required to make payment because of insolvency, as provided herein, its right of subregation therefor is limited to proceedings directly against the insolvent insurer or receiver. In such proceedings the Company shall exercise those rights which the insured of the insolvent insurer might otherwise have hed if he had personally made the payment.

#### Wiscensin

Coverages G and H are amended to include reasonable expenses incurred for chiropractic services.

Part IV. Coverage J. is amended as follows:

- (1) In the last line of the second paregraph of the insuring Agreements the words "one year" are amended to read "three years".
- (2) The definition of "Uninsured Motor Vehicle" is amended to include a motor vehicle with respect to which the owner or operator is insured against liability for bodily injury, sickness or disease, including death resulting therefrom, by an insurer who is declared insolvent, either before or after the accident, by a court of competent jurisdiction.

#### Wyeming

Part IV, Coverage J, is amended as follows:

- (1) The definition of "Uninsured Motor Vehicle" is amended to include a land motor vahicle or trailer to which a bodily injury liability insurence policy is applicable at the time of the eccident but the Company writing the same is or becomes insolvent.
- [2] In the event the Company is required to make any payment, it shall be subregated to all the insured's rights of recovery egainst any person or organization legally responsible for the bodily injury or death for which such payment is made including the proceeds recoverable from the assets of the insulvent insurer. The Company's right of subregation shall not include any rights against the insured of the insulvent insurer but shall include such insured's right of recovery egainst such insurer as though he had personally made the payment for which the Company is subregating.

In witness whereof, the Company stated in the Declarations executed these presents; but this policy shall not be valid unless countersigned on the Declarations page by authorized representative of the Company.

Secretary

Charles Services

96-8418 4ACT.T-410; 16TH EDITION 6-74 1121

- Control | Cont

# **DECLARATIONS**

# STONEWALL INSURANCE COMPANY

2303 FOURTH AVENUE NORTH BIRMINGHAM, ALABAMA 35203

In favor of:	
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CYPRUS MINES CORPORATION

Address:

523 WEST CTH STREET

LOS ANGELES, CALIFORNIA 80010-

Type of Coverage:

EXCESS UMBRELLA

In the amount of:

\$20,000,000 EXCESS \$5,000,000

Term:

Beginning at 12:01 A.M. on the 1st day of and ending at 12:01 A.M. on the 1st day of

MARCH MARCH 1973

1976

Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Ciauses on the reverse side of this

page.

Forms:

At time of issuance this Policy contains a 2 page insuring Form and Endorsements

1 through 2 inclusive. Standard Clause 2 shall not apply.

Stonewall Insurance Company, Birmingham, Alabama (horeinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Р					

Due:	At Inception	1st Anniversary	2nd Anniversary
PREMIUM	\$ 50,000.00	\$	\$
State Tax	\$ 1,500,00	\$	\$
Stamping Fee Service Fee Policy Fee	\$ 250.00 \$ \$	S	<b>တ</b> လ လ
TOTAL	51,750.00		

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by an authorized representative of the Company.

Dated at LOS ANGELES, CALIFORNI

this 3rd day of APRIL

rb;

Countersigned by: AUTHORIZED REPRESENTATIVE

**ORIGINAL POLICY** 

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the Cali-

FORM D-1 (6-71) 500

# STARDARD CLAUSES

- NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) The insurance efforded under any liability Coverage of this Policy does not apply:
  - Under any Liability Coverage, to injury, sickness, disease, death or destruction
    - with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability: or
    - resulting from the hazardous properties of noclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hexadous properties of nuclear material, if
  - the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - the nuclear material is contained in spant fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United Status of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- As used in this endorsement:

"hezerdous properties" include redioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or hyproduct material; "source material", and "byproduct material" have the meaning; given them in the Atomic Energy Act of 1954 or in any law emendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to rediction in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) reculting from the operation by any period or organization of any nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- any nuclear reactor, (a)
- any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (6)
- any equipment or device used for the procuring, fabricating or alloying of special nuclear material if at any time the total amount of such material in the costedy of the insured at the premises where such equipment or device is located consists of or contains more than 25 graphs of plutonium or uranium 233 or any combination thereof, or more than 250 grains of manium 235.
- any structure, basin, excavation, premitts or piece prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing inleasted, all operations conducted on such site and all premises used for such epositions: "nuclear resistor" means any apparatus dealered or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

- RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-PHYSICAL DAMAGE-DIRECT This Policy does not cover any 2. REDIDACTIVE CONTAMINATION EXCLUSION CLAUSE-PHYSICAL DAMAGE-DIRECT This Policy does not cover any loss or desing arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear resisting in or redioactive contamination however such nuclear reaction, nuclear resisting intensity of indirectly from nuclear reaction, nuclear radiation or redioactiva contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or redioactiva contamination straing directly from that Fire is not an insured peril under this Policy the verds from "NEVERTHELESS" to the end of the clause do not apply and shoulth be discovered.
- and should be disregarded. 3. It is expressly understood and agreed by the Assured by accepting this instrument that Dependoble Insurance Associates, Inc. is not the Assurer herounder and neither is nor shall be in any vary or to any extent liable for any loss or claim whatever, as an Assurer. The Assurer herounder is the company shown in the declarations.
- This Policy shall not be assigned either in whole or part, without the written consent of Dependable Insurance Associates, Inc. andersed hereon.
- This inquance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or enforcements attached hereto, all of which are to be considered as incorporated herein, and any previous or condition appareting in any forms or endorrements attached faceto which effect the Policy provisions status herein leacept Cleuser 1 and 2) shall supersede such Policy provisions in so fer as they are inconsistent therewith, Standard Clauses 1 and 2 may not be amendath.
- This Policy may be cause that on the enthanchy short rate basis by the Astered at any time by written notice or by surrender of this Policy to an authorized recommendation of the Company or to the Company. This Policy may also be cerealled, with or without the return of tender of the uncerned premium by the Company or by an authorized representative of the Company in their behalf or the return of tender of the uncerned premium by the Company or by an authorized representative of the Company in their behalf or the return of tender or the uncerned or by sending to the Assured by mail, registered or unregistered, at the Assured to elected as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective and in such case to Company shall refund the paid premium less the carned portion thereof to demand, subject always to the retention by the Company in tereon of any minimum meaning statement of company in the company of the company o mum premium stipulated herein for proportion thereof previously agreed upon) in the event of concellation either by the Company or the Assured.
- MISREPRESENTATION AND FRAUD. This policy shall be void if the Assured has concealed or micrepresented any material fact or discumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Ascared teaching any matters relating to the insurance or the subject thereof, whether before or after a loss.
- COOPERATION BY ASSUSSED. The Assured shall ecoperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.
- TERMS USI.D IN ENDORSEMENTS. Wherever the word "Underwriters" appears in any endorsement attached to this Policy, the Company shores in the declarations shall be dequald substituted therefor.
- SMALL AMOUNTS. It is a condition of this policy that no additional premium will be charged nor returned premium allowed when the amount involved does not exceed \$2.00.
- 11. CHANGES. Notice to any agent or knowledge percessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this l'olicy be waived or changed, except by endorsement issued to form a part of this Policy.
- DECLARATIONS. By accepting this Policy the Assured agrees that the statements in all declarations and warranties made in connection with the insurance provided herounder are his agreements and representations, that this policy is fraued in reliance upon

### ATTACHING TO AND FORMING PART OF POLICY NO.

### EXCESS UMBRELLA POLICY

NAMED ASSURED: As atoted in Item I of the Declaration forming a part hereof.

and/or subsidiary, associated, affiliated companies or awned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

### DECLARATIONS

ITEM 1. Named Assured:

CYPRUS MINES CORPORATION

ITEM 2. Underlying Unibrello Policies: RESERVE INS. CO., POLICY # UPL 000067
UNIGARD MUTUAL INS. CO. POLICY # L0490

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2):
DIFFERENCE BETWEEN \$5,000,000 AND UNDERLYING

ITEM 4. Underlying Umbrello Aggregote Limits (Insuring Agreement 2):

DIFFERENCE BETWEEN \$5,000,000 AND PRIMARY

ITEM 5. Limit of Liebility (Insuring Agreement 2):

\$20,000,000

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): \$20,000,000

ITEM 7. Notice of Occurrence (Condition 4) to:

DEPENDABLE INSURANCE ASSOCIATES INC.

INSURING AGREEMENTS

# 1. COVERAGE

Underwriters hereby egree, subject to the limitations, terms and conditions hereinofter mentioned, to indemnity the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

(c) imposed upon the Assured by law, or

(b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for domages, direct or consequential and expenses on account of:-

- (1) Personal Injuries, including death at any time resulting therefrom,
- (11) Property Damage,
- (III) Advertising liability,

caused by or orising out of each occurrence happening anywhere in the world, and orising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's, London, and certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

# 2. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Underwriters only ofter the Underlying Umbralla Insurers have poid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:—

\$PER_ITEM_#3 ABOVE_Ultimate net loss in respect of each occurrence, but

SPER ITEM #4 ABOVE the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured

and the Underwriters shall then be liable to pay only the excess thereof up to a further \$ 20,000,000 ultimate net loss in all in respect of each occurrence - subject to a limit of

\$ 20,000,000

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fotal or non-fotal) by Occupational Disease sustained by any employees of the Assured.

Attached to and familing part of Certificate No. D 11910

lasued to:

CYPRUS MINES CORPORATION APRIL 3, 1973 rb;

Dated:

SI P 5953 Printed in U.S.A.

av Tred f. Al

### CONDITIONS

### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereof as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

#### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policies.

# 3. CANCELLATION

This Policy may be concelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other Party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customery short rate proportion of the premium for the period this Policy has been in force.

If this Policy shall be concelled by the Underwriters the Underwriters shall retain the pro-rate proportion of the premium for the period this Policy has been in force. Notice of concellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

# 4. MOTICE OF OCCURENCE

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

# D. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is excitable to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance....

**ENDORSEMENT NO.** 

EFFECTIVE:

. 3/1/73

# CANCELLATION FOR NON-PAYMENT OF PREMIUM

IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANY, OR BY DEPENDABLE INSURANCE ASSOCIATES, INC., IN THEIR BEHALF, FOR NON-PAYMENT OF ANY UNPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE INSURED BY MAIL, REGISTERED OR UNREGISTERED, AT THE INSURED'S ADDRESS AS SHOWN HEREIN, NOT LESS THAN TEN DAYS' WRITTEN NOTICE STATING WHEN THE CANCELLATION SHALL BE EFFECTIVE.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. D 11910

Issued to: CYPRUS MINES CORP.

Dated at:

LOS ANGELES, CALIFORNIA

Date:

APRIL 3, 1973

rb;

DEPENDABLE INSURANCE ASSOCIATES, INC.

ENDORSEMENT NO. 2

EFFECTIVE: 3/1/73

# MANDATORY EXCLUSIONS

# It is agreed that:

- A. As respects all operations, this policy does not apply to liability for: .
  - The discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, solids, liquids or gases, waste materials, or other irritarits, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water unless such discharge, dispersal, release or escape is sudden or accidental.
  - 2. Fines, penalties, punitive or exemplary damages.
- B. As respects oil or other petroleum operations over water, this policy does not apply to liability for:
  - Personal Injury or Bodily Injury or loss of, damage to, or loss of use of projectly directly or indirectly caused by seepage, pollution or contamination.
  - The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence crused by subsurface operations of the Insuical.
  - 4. Removal of, loss of or damage to subsurface oil; gas or any other substance, the property of others.
- C. As respects oil or other petroleum operations on landionly, this policy does not apply to liability for:
  - 1. Removal of, loss of or damage to subsurface oil, gas or any other substanct, the property of others, provided always that this paragraph (C1) shall not apply to any liability which would otherwise be covered under this insurance for such removal, loss, or damage directly attributable to blow-out, cratering or fire of an oil or get well owned or operated by, or under the control of, the Insured.
  - 2. Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by subsufface operations of the Insured.
  - 3. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, resulting from the discharge, dispersal or release, or escape of any substance into or upon any watercourse or body of water.
  - 4. Personal Injury or Bodily Injury or loss of, demage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than as described in Paragraph (C3) above, provided always that this Paragraph (C4) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical clamage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such scepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
  - 5. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepings, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

All other terms and conditions remain unchanged. This endorsement is attached to and made a part of

ATTACHED TO AND PART OF POLICY/C		D 1191	p	
ISSUED TO:	CYPRUS MINES	CORP.	ļ !	
DATED AT:	LOS ANGELES,	CALIFO	RNIA	
DATE:	APRIL 3, 197	3 rb	;	DEPENDABLE INSURANCE ASSOCIATES, INC.
		] }		By Just S. P.L.
		·		BY Juliani

D-7

		Endorsemen	t # 3	
Effective Date: 5/1	7/73			
IT IS HEREBY UNDERSTOOI	D AND AGREED THAT:			
1. RATE	a. INCEPTIO	ON DATE		FOLLOWING IS
2. PREMIUM	9. EXPIRAT	ION DATE		MED AS AN ADDI- NAL ASSURED
3. DEPOSIT PREMIUM	☐ 10. NAME OF	ASSURED	🗖 16. ENI	OORSEMENT
4. INSTALLMENT	11. ADDRESS	OF LOCATION OF PROPERTY	17. SEC	VTIRU
5. AUDIT-PREMIUM ADJ	JUSTMENT TO 12. ADDRESS	OF ASSURED	□ 18. OTI	1ER
6. AMOUNT OF COVERAG	GE 🔲 13. DESCRIP	TION OF PROPERTY COVERED	🛘 19. POL	ICY IS CANCELLED
7. TERM OF COVERAGE	14. COVERA	GE	اً م	RATE BRATE
D IS CORRECTED OR	CHANGED TO READ AS FOLLOW	s (		
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ONLY AS RESPECTS	THE PREMISES LOCATED AT	) (		
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,		Prem	iium	\$
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		State Tax Federal Tax	% %	\$
All other terms and con This endorsement is atta	nditions remain unchanged. ached to and made part of	State Tax Federal Tax	% %	\$
This endorsement is atta	nditions remain unchanged. ached to and made part of YPRUS MINES CORPOR	State Tax Federal Tax Stamping Fee	% %	\$
This endorsement is atta	ached to and made part of	State Tax Federal Tax Stamping Fee  D 11910 ATION, ETAL.	% % INS. AS	\$ \$ \$ \$ \$

ENDORSEMENT NO. 4

EFFECTIVE: 10/1/73

IT IS UNDERSTOOD AND AGREED THAT ITEMS 4 AND 5 OF EXCESS UMBRELLA FORM SLP 5253 ARE AMENDED TO READ AS FOLLOWS:

> DIFFERENCE BETWEEN \$25,000,000 AND \$5,000,000 UNDERLYING.

IT IS FURTHER UNDERSTOOD AND AGREED THAT COVERAGE PROVI-DED BY THIS POLICY FOLLOWS THE TERMS AND CONDITIONS OF UMDERLYING AIRCRAFT LIABILITY POLICY NO. 360 44689 UNITED STATES AVIATION UNDERWRITERS, INC. EXCEPT AS RESPECTS PREMIUM, LIMITS OF LIABILITY OR ANY OBLIGATION TO INVESTIGATE OR DEFEND.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No.

D 11910

Issued to: CYPRUS MINES CORPORATION

Dated at: LOS ANGELES, CALIFORNIA

Date:

OCTOBER 5, 1973

рs

DEPENDABLE INSURANCE ASSOCIATES, INC.

Endorsement #5 10/1/73 Effective Date: IT IS HEREBY UNDERSTOOD AND AGREED THAT: ☐ 1. RATE B. INCEPTION DATE 16. THE FOLLOWING IS NAMED AS AN ADDI-TIONAL ASSURED 2. PREMIUM D 9. EXPIRATION DATE ₩ 16. ENDORSEMENT #4 3. DEPOSIT PREMIUM 10. NAME OF ASSURED 17. SECURITY A. INSTALLMENT 11. ADDRESS OF LOCATION OF PROPERTY 18. OTHER D 5. AUDIT-PREMIUM ADJUSTMENT D 12. ADDRESS OF ASSURED 19. POLICY IS CANCELLED 6. AMOUNT OF COVERAGE 13. DESCRIPTION OF PROPERTY COVERED ☐ 7. TERM OF COVERAGE ☐ 14. COVERAGE 🖄 IS CORRECTED OR CHANGED TO READ AS FOLLOWS D IS AMENDED TO READ AS FOLLOWS IS CHARGED FOR THE PERIOD ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED ONLY AS RESPECTS THE PREMISES LOCATED AT ENDORSEMENT #4 IS AMENDED TO REFER TO ITEMS 5 AND 6 OF EXCESS UMBRELLA FORM SLP 5253 Premium State Tax Federal Tax Stamping Fee All other terms and conditions remain unchanged. This endorsement is attached to and made part of |D11910 ISSUED TO CYPRESS MINES CORP. DATED AT LOS ANGELES, CALIFORNIA DEPENDABLE INS. ASSOC. INC. DECEMBER 6. 19 73 rb;

S-14

	i	Linoisement	
Effective Date: 11/1/73			
T IS HEREBY UNDERSTOOD AND AGRE	ED THAT:		
□ 1. RATE	B. INCEPTION DATE	<b>D</b> 15.	THE FOLLOWING IS NAMED AS AN ADDI-
□ 2.PREMIUM	9. EXPIRATION DATE		TIONAL ASSURED
D 3. DEPOSIT PREMIUM	10. NAME OF ASSURED	<b>1</b> 6.	ENDORSEMENT
O 4. INSTALLMENT	11. ADDRESS OF LOCATION OF	PROPERTY 17.	SECURITY
D 5. AUDIT-PREMIUM ADJUSTMENT	12. ADDRESS OF ASSURED	D 18.	OTHER
D 6. AMOUNT OF COVERAGE	13. DESCRIPTION OF PROPERT	COVERED 19.	POLICY IS CANCELLED
1. TERM OF COVERAGE	14. COVERAGE		PRO SHORT RATE
Is corrected or changed to	READ AS FOLLOWS		
I IS AMENDED TO READ AS FOLLO	ows		
IS CHARGED FOR THE PERIOD			
ONLY AS RESPECTS THE OPERA	TIONS OF THE NAMED ASSURED		
ONLY AS RESPECTS THE PREMIS	ES LOCATED AT		
	j		:
	GARLAND STEEL COME BAGDAD FLASTICS BRAHAM INDUSTRIES		
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·	State Feder	Tax 3	\$ 3,945.00 % \$ 118.35 % \$ % \$ 19.73
·	State Feder	Tax 3	% \$ 118.35 % \$
All other terms and conditions ren This endorsement is attached to ar	State Feder Stamp	Tax 3	% \$ 118.35 % \$ % \$ 19.73
All other terms and conditions ren This endorsement is attached to ar	State Feder Stamp nain unchanged. nd made part of D 11910	Tax 3	% \$ 118.35 % \$ % \$ 19.73
This endorsement is attached to ar	State Feder Stamp  nain unchanged. nd made part of D 11910  CORPORATION	Tax 3	% \$ 118.35 % \$ % \$ 19.73 \$\$

ENDORSEMENT NO. 7

EFFECTIVE: FEBRUARY 15, 1974

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAME OF ASSURED

IS AMENDED TO READ INCLUDING THE FOLLOWING:

HAWAIIAN CEMENT CORPORATION

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. D 11910

Issued to: CYPRUS MINES CORPORATION

Dated at: LOS ANGELES, CALIFORNIA

Date:

MARCH 5, 1974

DEPENDABLE INSURANCE ASSOCIATES, INC.

D-6

Effective Date: 3/1/76		
IT IS HEREBY UNDERSTOOD AND AGREE	ED THAT:	•
□ 1. RATE	B. INCEPTION DATE	15. THE FOLLOWING IS
2. PREMIUM	XX 9. EXPIRATION DATE	NAMED AS AN ADDI- TIONAL ASSURED
3. DEPOSIT PREMIUM	10. NAME OF ASSURED	☐ 16. ENDORSEMENT
4. INSTALLMENT	11. ADDRESS OF LOCATION OF PROPERTY	□ 17. SECURITY
5. AUDIT-PREMIUM ADJUSTMENT	☐ 12. APDRESS OF ASSURED	☐ 18. OTHER
6. AMOUNT OF COVERAGE	13. DESCRIPTION OF PROPERTY COVERED	☐ 19. POLICY IS CANCELLED
7, TERM OF COVERAGE	14. COVERAGE	PRO SHORT RATE
☐ IS CORRECTED OR CHANGED TO	READ AS FOLLOWS	
XX IS AMENDED TO READ AS FOLLO	ws	•
Is Charged for the Period	i !	
ONLY AS RESPECTS THE OPERAT	IONS OF THE NAMED ASSURED	•
ONLY AS RESPECTS THE PREMISE	S LOCATED AT	
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	JULY 1, 1976	
•	$$55,000 \times .163 = $8,965.0$	00
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	}	
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	ADDITIONAL Pro	emium \$ 8,965.00
	State Tax	% <b>\$</b> 268.95
	Federal Tax	% \$ 268.95 % \$
	Stamping Fee	% \$ 44.83
•		\$
	T	OTAL \$ 9,278.78
All other terms and conditions remarks. This endorsement is attached to and	ain unchanged.  i made part of Policy No. D 1191	0
ISSUED TO CYPRUS MINES		
DATED AT LOS ANGELES, C	CALIF. DEPENDABLE	INSURANCE ASSOCIATES, INC
MAY 22, 19		
	74 By	el B. Ill

Effective Date: 3/1/76			•
IT IS HEREBY UNDERSTOOD AND AGRE	ED THAT:		
□ 1. RATE	B. INCEPTION DATE		15. THE FOLLOWING IS
2. PREMIUM	D 9. EXPIRATION DATE		TIONAL ASSURED
3. DEPOSIT PREMIUM	10. NAME OF ASSURED	χ	₹ 16. ENDORSEMENT # 8
4. INSTALLMENT	11. ADDRESS OF LOCATIO	N OF PROPERTY	] 17. SECURITY
5. AUDIT-PREMIUM ADJUSTMENT	12. ADDRESS OF ASSURED	, [	] 18. OTHER
6. AMOUNT OF COVERAGE	13. DESCRIPTION OF PROP	ERTY COVERED	] 19. POLICY IS CANCELLED
7. TERM OF COVERAGE	14. COVERAGE		□ PRO □ SHORT
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<u>.</u>	55,000.00 X .111	L = \$6,105.00	
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			\$2,860.00
	. ;		
•	. !		
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	St	ate Tax	% \$ 85.80
	i Fe	ederal Tax	% \$
	St	amping Fee	% \$ 14.30
		TOTAL	\$ 2,960.10
		TOTAL	\$ 2,900.10
All other terms and conditions rem	ain unchanged.		
This endorsement is attached to an	d made part of Policy 1	No. D 11910	
ISSUED TO CYPRUS MINES	CORPORATION		
DATED AT LOS ANGELES.	CALIF.	DEPENDABLE INSU	BANCE ASSOCIATES, INC
JUNE_5,19	274		5/11
5-14	00		

IT IS HEREBY UNDERSTOOD AND AGRE	EED THAT:	
1. RATE	XX 8. INCEPTION DATE	15. THE FOLLOWING IS NAMED AS AN ADDI-
2. PREMIUM	D 8. EXPIRATION DATE	TIONAL ASSURED
3. DEPOSIT PREMIUM	10. NAME OF ASSURED	XX16. ENDORSEMENT #6
O 4. INSTALLMENT	☐ 11. ADDRESS OF LOCATION OF PROPERTY	17. SECURITY
5. AUDIT-PREMIUM ADJUSTMENT	12. ADDRESS OF ASSURED	☐ 18. OTHER
6. AMOUNT OF COVERAGE	13. DESCRIPTION OF PROPERTY COVERED	19. POLICY IS CANCELLED
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·	; ;	
	IS AMENDED TO JANUARY 25,	1974
	PREVIOUSLY BILLED	\$3,945.00
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	State Tax Federal Tax Stamping Fee	Premium \$ 450.00  % \$ 13.50  % \$ 2.25
All other terms and conditions ren This endorsement is attached to a	State Tax Federal Tax Stamping Fee	Premium \$ 450.00  % \$ 13.50  % \$ 2.25  TOTAL \$ 465.75
This endorsement is attached to an	State Tax Federal Tax Stamping Fee  main unchanged. nd made part of Policy No. D 1191	Premium \$ 450.00  % \$ 13.50  % \$ 2.25  TOTAL \$ 465.75
ISSUED TO CYPRUS MINES	State Tax Federal Tax Stamping Fee  main unchanged. nd made part of Policy No. D 1191  CORPORATION	Premium \$ 450.00  % \$ 13.50  % \$ 2.25  TOTAL \$ 465.75
This endorsement is attached to an	State Tax Federal Tax Stamping Fee  main unchanged. nd made part of Policy No. D 1191  CORPORATION	Premium \$ 450.00  % \$ 13.50  % \$ 2.25  TOTAL \$ 465.75
This endorsement is attached to an ISSUED TO CYPRUS MINES DATED AT LOS ANGELES,	State Tax Federal Tax Stamping Fee  main unchanged. nd made part of Policy No. D 1191  CORPORATION  CALIFORNIA DEPENDABLE	Premium \$ 450.00  % \$ 13.50  % \$ 2.25  *** *** *** *** *** ** *** *** ** **
This endorsement is attached to an ISSUED TO CYPRUS MINES DATED AT LOS ANGELES,	State Tax Federal Tax Stamping Fee  main unchanged. nd made part of Policy No. D 1191  CORPORATION	Premium \$ 450.00  % \$ 13.50  % \$ 2.25  TOTAL \$ 465.75

IT IS AGREED THAT ITEM 2 OF DECLARATIONS FORM SLP 5253 IS AMENDED AS FOLLOWS:

ITEM 2. CENTRAL NATIONAL INSURANCE CO. CNU 122873
MISSION INSURANCE CO. M 830271

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. D 11919

Issued To: CYPRUS MINES CORPORATION

Effective Date: APRIL 2, 1975

Endorsement No.: 77

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

IT IS AGREED THAT BENEDICT CORPORATION IS ADDED AS A NAMED INSURED.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. D 11910

Issued To: CYPRUS MINES CORPORATION

Effective Date: AUGUST 26, 1975

Endorsement No.: 12

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

CO006157

15% 7007 BRK'S. COMM. PRODUCER STATE OFF.

Certified Copies:

INEW

MARSH & MC LENNAN, INC

3303 WILSHIRE BLVD.

90010

Rewrite of Extra Dallies:

> In favor of: Address:

LOS ANGELES, CALIE

523 WEST 6TH STREET

LOS ANGELES, CALIFORNIA 90010

Type of Coverage:

EXCESS UMBRELLA

In the amount of:

\$20,000,000 EXCESS \$5,000,000

Term:

Forms:

Beginning at 12:01 A.M. on the let day of

MARCH

and ending at 12:01 4.H. on the 1st day of

MARCH

1976

×

Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this

page.

At time of issuance this Policy contains a _2___ page insuring Form and Endorsements 1 through _2___ inclusive/Standard Clause __2_ shall not apply.

Premium

Due:	At Inception	1st Anniversan	2nd Anniversary
AREMIUM	\$ 50,000.0	o \$	\$
State Tax	\$ 1,500 0	d S	\$
Stamping Fee Service Fee Policy Fee	\$ 250.0 \$ \$	S S S	\$ \$ \$
TOTAL	51.750.0	10	

Dated at LOS ANGELES, CALIFORNIA this...3rd day of APTIL 1973

· (. 278

PRODUCER'S COPY

# 1 UNIGA D MUTUAL INSURANCE OMPANY

DECLARATIONS - PART B

NO.1-0490

moral # 324

· AMOUNT	RATE	PREMIUM
4.700,000		• 60.000.00
S excess		s
. 300-000		5
5		8
	TOTAL >	\$60,000.00

ASSUREQ'S	NAME (	TPRUS	MINES	CORPO	RATION	AMD
BENEDE	CT C	PORAT	ION AD	D ALL	SUBSIT	TARTES
ADDRESS 5	23 M	ST SIX	IN STI	KET		
L	<i>uk</i> ′ 80	GELRS,	CALII	ORNIA	90014	

POLICY PERIOD TRANS 1973 TO MARCE 1, 1976

BOTH DAYS AT 12.01 A.M. (STANDARD TIME) AT THE LOCATION (S) OF THE RISK (S) INSURED AND IN ACCORD WITH THE TERMS AND CONDITIONS OF THE FORM (S) ATTACHED.

COVERAGE

### EXCESS LIABILITY (UNBRELLA)

ENDORSEMENT NO. 1 DIRECTORS & OFFICERS EXCLUSION ENDORSEMENT NO. 2 CANCELLATION THIRTY (30) DAYS

H. J. Assad Inc. Los Angeles Commission: 17.5% New

CONTRUCT NO 12-0490

ALLEM, MILLER AND ASSOCIATES, INC. Underwriting Managers

JWM/cg

MAY 23, 1973

AUTHORIZED BY ---

THIS DECLARATIONS PAGE, WITH "POLICY PROVISIONS—PART A", AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE AROVE POLICY.

CO006245

## EXCESS UMBRELLA POLICY

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

#### **DECLARATIONS**

CYPRUS MINES CORPORATION AND BENEDICT CORPORATION ITEM 1. NAMED ASSUREDS

AND ALL SUBSIDIARIES

ITEM 2. Underlying Umbrella Policies: RESERVE INSURANCE COMPANY AND OTHERS AS ON RECORD WITH THE BROKER

Underlying Umbrella limits

ITEM 3. \$300,000. (Insuring Agreement II):

\$300,000. Underlying Umbrella Aggregate Limits ITEM 4.

(Insuring Agreement  $\Pi$ ):

\$4,700,000. ITEM 5. Limit of Liability

(Insuring Agreement II):

\$4,700,000. Aggregate Limit of Liability ITEM 6.

{Insuring Agreement II}:

ITEM 7. Notice of Occurrence (Conditions 4) to:- ALLEN, MILLER AND ASSOCIATES, INC. 450 SANSOME STREET, SAN PRANCISCO, CA 94111

#### INSURING AGREEMENTS

#### 1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability.

- (a) imposed upon the Assured by law.
- Of (b) assumed under contract or agreement by the Named Assured assumed unor control of all the state of the and/or any officer, director, stockholder, partner or employee of the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured and/or any officer. der, partner or employee of the Named Assured, while acting in his capacity as such.

for damages, direct or consequential and expenses on account of:-

- (i) Personal injuries, including death at any time resulting therefrom.
- (iii) Advertising liability.

caused by or arising out of each occurrence happening anywhere in the World, and arising out of beat occurries inspecting anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's, London, and certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

#### II. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Com-pany only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

\$ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but

# (as stated in Item 4 of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Lis-bility and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Company shall then be liable to pay only the excess thereof up to a further

* (as stated in item 5 of the Declarations) ultimate net loss in all in respect of each occurrence-subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Lia-bility and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

Attached to and to any the sound of the content of BENEDICT CORPORATION AND ALL Issued to: SUBSIDIARIES

MAY 23, 1973 Dated:

ALLEN, MILLER AND ASSOCIATES, INC.

Underwriting Managers

AMAI-7

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lame of Assured	CYPRUS MINES CORPORATION AND BENEDICT CORPORATION AND ALL SUBSID	IJ
	SPECIFIC EXCLUSION	
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	NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY,	
	IT IS UNDERSTOOD AND AGREED THAT THIS POLICY DOES NOT APPLY	
•	AS RESPECTS PROFESSIONAL LIABILITY INSURANCE NORMALLY	
•	INSURED UNDER "DIRECTORS & OFFICERS" ERRORS AND OMISSIONS	
	COVERAGE POLICIES.	
	**•	
• •		
	IT IS FURTHER AGREED THAT THIS INSURANCE DOES NOT APPLY TO	
	BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNER-	
•	SHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF	
	AIRCRAFT OWNED OR OPERATED BY OR RENTED OR LOANED TO ANY	
	INSURED OR ANY OTHER AIRCRAFT OPERATED BY ANY PERSON IN THE	
•	COURSE OF HIS EMPLOYMENT BY ANY INSURED.	
	· · · · · · · · · · · · · · · · · · ·	
Nothing herein cont	ained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinabove a	et
This endorsement is	effective MARCH 1. 1973	
Attached to and for	rating part of Policy No. 1-0490 of the	
	UNIGARD MUTUAL INSURANCE COMPANY	
	ALLEN, MILLER AND ASSOCIATES, INC. Underwriting Managers	

Number of Assured CIPSUS MINES CORPORATION AND BENEDICT CORPORATION AND ALL SUSSIDIUS IT IS AGREED THAT CONDITION 3. CANCELLATION, FORM ANAL-7, IS AMERICAN BY DELEVING THE WORDS "TEN (10) DAYS" AND SURSTITUTING THE WORDS "TENTY (30) DAYS".  Nothing lurein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as increinabove set. This endocument is effective. IGARCH 1, 1973  Attached to and forming part of Policy No. 1=8498.  UNITERRY (10) MINITURAL INSURANCE COMPART  ALLEN, MILLER & ASSOCIATES, INC. Underwriting Managers  By  AMAL-5			<u>":</u>	<b>.</b>	
IT IS AGREED THAT CONDITION 3. CANCELLATION, FORM ARCA. 7, IS AMERICAN DELANTING THE WORDS "TEMPTY (30) DAYS".  Nothing lurein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinabove set. This endorsement is effective. MARCH. 1, 1973.  Attached to and forming part of Policy No. 1=8439.  UNIGARO MITUAL TRIURANCE COMPANY  ALLEN, MILLER & ASSOCIATES, INC.  Underwriting Managers.  By.	Endonvement No2	Additional Premium	Return	Premium	
Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinabore set.  This endorsement is effective MARCE 1, 1973.  Attached to and forming part of Policy No. 1=0490.  UNIGARO MITUAL INSURANCE COMPANY.  ALLEN, MILLER & ASSOCIATES, INC.  Underwriting Managers.  By.  MANI-9.	Name of AssuredCYPRO	S_MINES_CORPORATION_AND	BENEDICT CORP.	CATION-AND-AI	L SUBSIDI
Nothing herein contained shall be held to vary, alter, waive or change say of the terms, limits or conditions of the Policy except as hereinabove act. This endorsement is effective. MARCH 1, 1973  Attached to and forming part of Policy No. 1=0490  UNIGARO MUTUAL TRIUDANCE COMPANY  ALLEN, MILLER & ASSOCIATES, INC.  Underwriting Managers  By  MMAI-9  By  MMAI-9					
Northing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinabove set.  This endorsement is effective MARCE 1, 1973.  Attached to and forming part of Policy No. 1=0.490.  Of the  INTIGARO MITUAL INSURANCE COMPARY  ALLEN, MILLER & ASSOCIATES, INC. Underwriting Managers  By.  ANAI-2	BY DELETING	THE WORDS "TEN (10) DAY	EKLLATION, FORM (S" AND SUBSTIT	AMAI-7, IS AN UTING THE WOR	ended DS
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Attached to and forming part of Policy No. 1-0490  UNITGARD MUTUAL THEURANCE COSPANY  ALLEN, MILLER & ASSOCIATES, INC. Underwriting Managers  By  AMAI-9	This endorsement is effective	MARCH 1, 1973			
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Endorsement No.	Additional Premium 36,680.06	Return Premium	· .
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his endorsement is effectiveN	AY 24, 1974		
strached to and forming part of Pol	icy No. 1-0490	of the	
···	UNIGARD MUTUAL INSURANCE	COMPANY	
		COMPANY  ALAER, MELAER & Assertation, To	
MAI-9	UNIGARD MUTUAL INSURANCE	COMPANY  ALAER, MILLER & AMBRICANE, MILLER & Management Company  Company of the C	
MAI-9		COMPANY	
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	By		

indorsement No. 5	Additional Premium	Return Premium \$322.00
Name of Assured CYPRO	S MINES CORPORATION AND B	ENEDICT CORPORATION AND ALL SUBSIDIA
IN CONSID AND AGREE TO READ:	D THAT THE EFFECTIVE DATE	UM OF \$322.00, IT IS UNDERSTOOD OF ENDORSEMENT NO.3 IS AMENDED
	JANUARY 25,	1974
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set forth.	all be held to vary, alter, waive or change any	y of the terms, limits or conditions of the Policy except as hereing
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Attached to and forming par-	t of Policy No. 1=0490	of the
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	By _	
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TI IS AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL ASSURED BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED:  CROCKER MCALISTER LEASING INC.  CROCKER MCALISTER EQUIPMENT LEASING INC.  IT IS FURTHER AGREED THAT THE INCLUSION OF MORE THAN ONE ASSURED DOES NOT OPERATE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY.  obting herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinahove at forth.  his endorsement is effective—JULY S., 1974.  ttached to and forming part of Policy No. 1-0490.  UNIGARD MUTUAL INSURANCE COMPANY  ALLEN, MILLER & ASSOCIATES, INC.  Uniderwriting Managers  By  MALES	ndorsement No. 6	Additional Premium	Return Premium
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ALLEN, MILLER & ASSOCIATES, INC. Underwriting Menagers  By  MAI-9	his endorsement is effective		· ·
ALLEN, MILLER & ASSOCIATES, INC. Underwriting Managers  By  MAI-9  MAI-9	ttached to and forming part o	f Policy No. <u>1-0490</u>	of the
ALLEN, MILLER & ASSOCIATES, INC. Underwriting Managers  By  MAI-9		UNIGARD MUTUAL IN	SURANCE COMPANY
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Enversement No7	Additional Premium_	\$300.00	Return Premium	
Yame of AssuredCYPRUS	MINES CORPORATI	ON AND BENED	ICT CORPORATION AND	ALL SUBSIDIARI
	ATION OF AN ADDI DLLOWING IS ADDED		UM OF \$300.00, IT I ASSURED:	S AGREED
	CYPRUS H	AWAIIAN CEME	NT CORPORATION	;
			OF MORE THAN ONE A	SSURED DOES
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Notuing herein contained shall best forth.	e held to vary, alter, waive or	change any of the ter	ms, limits or conditions of the Po	licy except as hereinabove
This endorsement is effective.	FEBRUARY 15. 19	74	·	•
Attached to and forming part of I	•		of the	
•		UAL INSURANCE	COMPANY	
		Ву	ALLEN, MILLER & ASSOCIA Underwriting Manage	N8
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ndorsement No.	8 Additional Premium	Return Premium\$12,506,48
ame of Assured	CYPRUS MINES CORPORATION AND BENEL	ICT CORPORATION AND ALL SUBSIDIARIES
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• • .	IN CONSIDERATION OF A RETURN PREMI	UM OF \$12,506.48, IT IS
	UNDERSTOOD AND AGREED THAT THIS PO	LICY IS CANCELLED EFFECTIVE
	APRIL 3, 1975.	•
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This endorsement is	efféctiveAPRIL_3, 1975	<u> </u>
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Attached to and formi	ing part of Policy No	of the
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	INTGARD MUTUAL INSURANC	ALLEN, MILLER AND ASSOCIATES, INC.
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## NUCLEAR INCIDER EXCLUSION CLAUSE—LIAB TY-DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:-

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—

Direct (Limited) applies.

### This policy*

does not apply:-

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy libability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed,

stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;
"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply. Attached to and forming part of BARLSK No. 1-0490 ALLEN, MILLER AND ASSOCIATES, INC. ținderwriting Managers

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